

*Will be Published on October 31st.*

THE  
SOLICITORS' DIARY, ALMANAC, LEGAL  
DIGEST, and DIRECTORY, for 1892.

48th YEAR OF PUBLICATION.

This old established and important Annual is now universally  
recognised as the most useful Legal Diary published.

Prices, 3s. 6d., 5s., 6s., and 8s. 6d., according to Diary Space and Binding.

WATERLOW & SONS, LIMITED,  
LONDON WALL, LONDON.

Telegraphic Address—"DEJERSEY, LONDON."

HENRY DE JERSEY & CO.,  
FINANCIERS AND MORTGAGE BROKERS,

1, TOKENHOUSE BUILDINGS, BANK, AND } LONDON, E.C.  
1, CHURCH COURT, LOTHEBURY, }

BIRMINGHAM—OLD SQUARE CHAMBERS, CORPORATION STREET.

BOURNEMOUTH—75, OLD CHRISTCHURCH ROAD.

CARDIFF—5, SWISS CHAMBERS.

NEWCASTLE-ON-TYNE—130, PILGRIM STREET.

Negotiate MORTGAGES or LOANS on any tangible Securities on the most favourable terms. They also arrange for the Sale of, or Loans on, GROUND-RENTS, REVERSIONARY and LIFE INTERESTS.

The principal Securities dealt in are:—

Landed Estates—Houses—Shops—Offices—Warehouses—Building Estates—Good Commercial Securities—Railways—Tramways—Stocks—Reversions—Life Interests—Local Rates—and Ground-Rents.

Contractors' Bonds are also Guaranteed.

The Firm is also connected with a strong Syndicate in the City.

LEGAL AND GENERAL LIFE ASSURANCE  
SOCIETY.

ESTABLISHED OVER HALF CENTURY.

10, FLEET STREET, LONDON.

FREE,  
SIMPLE,

THE  
PERFECTED SYSTEM  
OF  
LIFE  
ASSURANCE.

AND  
SECURE.

TOTAL ASSETS, £2,503,554.

## DIRECTORS.

Bacon, The Right Hon. Sir James.  
Blake, Fredk. John, Esq.  
Brooks, William, Esq. (Basingstoke).  
Carlisle, William Thomas, Esq.  
Deane, Sir James Parker, Q.C., D.C.L.  
Dickinson, James, Esq., Q.C.  
Ellis, Edmund Henry, Esq.  
Frere, Bartle J. Laurie, Esq.  
Garth, The Hon. Sir Richard.  
Gregory, George Burrow, Esq.  
Harrison, Chas., Esq.  
Kekewich, The Hon. Mr. Justice.  
Lopes, The Right Hon. the Lord Justice.  
Markby, Alfred, Esq.

Mathew, The Hon. Mr. Justice.  
Meek, A. Grant, Esq. (Devizes).  
Mills, Richard, Esq.  
Morrell, Fredk. P. Esq. (Oxford).  
Pemberton, Henry Leigh, Esq.  
Pennington, Richard, Esq.  
Riddell, Sir W. Buchanan, Bart.  
Rowell, Edward Lee, Esq.  
Saltwell, William Henry, Esq.  
Smith, The Right Hon. Sir Montagu E.  
Williams, C. Reynolds, Esq.  
Williams, Romer, Esq.  
Williams, William, Esq.

## Cases Reported this Week.

(BEFORE THE VACATION JUDGE.)

Peto v. Apperley .....	792
Haile v. Lillingstone .....	792
Gooch v. Lea .....	793

## CONTENTS.

CURRENT TOPICS .....	787	LEGAL NEWS .....	793
THE DEEDS OF INFANTS .....	789	COURT PAPERS .....	794
EVIDENCE BY COMMISSION .....	789	WINDING UP NOTICES .....	795
A READING OF THE NEW STATUTES .....	791	CREDITORS' NOTICES .....	796
REVIEWS .....	791	BANKRUPTCY NOTICES .....	796

PUBLIC GENERAL STATUTES.

VOL. XXXV., No. 50.

## The Solicitors' Journal and Reporter.

LONDON, OCTOBER 10, 1891.

## CURRENT TOPICS.

THE ONLY CHANGES in county court judgeships officially announced up to Thursday were the transfer of Judge Bishop from Circuit No. 28 (Mid-Wales) to Circuit No. 31 (South Wales), and the appointment of Mr. C. H. W. BERESFORD as judge of Circuit No. 28. We learn from the *Law List* that the new judge was called to the bar in 1875, and that he has practised on the South-Eastern Circuit and the Surrey Sessions; and from other sources we find that he is the son of Judge BERESFORD, until recently judge of the above-mentioned Circuit No. 31. We understand that Judge LEA has been transferred from Circuit No. 33 (Norfolk and Suffolk), to which he was recently appointed, to the Herefordshire Circuit, and that Mr. H. EARDLEY WILMOT has been appointed judge of Circuit No. 33. Mr. WILMOT was called to the bar in 1871, and has been a member of the Midland Circuit. It was stated on Thursday that Mr. DAVID FENWICK STEAVENSON, of the North-Eastern Circuit, had been appointed judge of Circuit No. 3, in succession to Judge INGHAM.

MR. JOHN ILIFFE, who died on Monday last at the great age of ninety-three years, was probably the "father" of the London solicitors, and if not the oldest, was certainly one of the oldest, members of the Incorporated Law Society. He was admitted a solicitor seventy years ago, and was elected a member of the society nearly fifty years ago. More remarkable still, he was not a solicitor merely in name for seventy years, but, we believe, actually took out his certificate and remained a member of the firm of ILIFFE, HENLEY, & SWEET, of 2, Bedford-row, up to the time of his death. No one who knew him can be surprised that both clients and partners should be keenly anxious to retain his assistance. His mind was like an automatic machine for weighing and sifting evidence, the result appearing in the accuracy of statement and clearness of judgment which were his characteristics; and to those qualifications he added the experience and knowledge acquired and treasured in a retentive memory during seventy years of practice.

THE DECISION in *Burt v. Gray* (39 W. R. 429; 1891, 2 Q. B. 98) reveals a weak point in section 14 of the Conveyancing Act, 1881. By sub-section 2, as we all know, it is provided that where a lessor is proceeding, by action or otherwise, to enforce a right of re-entry or forfeiture, the lessee may apply to the court for relief. And by sub-section 3, "for the purposes of this section a lease includes an original or derivative underlease, and a lessee includes an original or derivative underlessee." It might be supposed, at first sight, that under this provision an underlessee is as much entitled to apply for relief against the original lessor as the original lessee. No, said the court in the above mentioned case; the Act was not intended to create a privity of contract between lessor and underlessee, or in any way to affect their relationship to one another. The words of sub-section 3 are to be read distributively—that is to say, "lessee" in sub-section 2 is to mean original underlessee as regards an

original underlease, and derivative underlessee as regards a derivative underlease. It may be that this is a correct construction of the words of the section, though we should have thought it possible that an underlessee, whose interest is carved out of the lessee's estate, might be considered an "assign" of the lessee within the provision of sub-section 3, which enacts that "a lessee includes . . . the . . . assigns of a lessee." But we think the construction reintroduces a good deal of the hardship which the section was intended to remedy. In the case of long leases an underlessee is the person who will suffer most loss by the enforcement of the forfeiture of the original lease, but he is not allowed to intervene to prevent it. It seems to us that the provisions of the section might reasonably be extended to an underlessee of the whole of the premises included in the lease. In the case of underleases of portions of the demised premises there would no doubt be considerable difficulty in the application of the section. If an order for relief was made in favour of one underlessee and refused in the case of another, the lease would be put an end to in respect of one part of the premises, while it would still subsist as to the other part.

WE NOTICED last week Mr. PITT-LEWIS's scheme for the conversion of the existing county courts into district courts with unlimited jurisdiction. In an interesting article on "The County Court System" contributed by Mr. CHARLES CAUTHERLEY to the current number of the *Law Quarterly Review* an attempt is made to shew how the present business of the county courts ought to be re-arranged so as to secure their efficiency. As the author points out, courts, which were originally intended for the poor man, and in which nearly all the legal assistance that was required was furnished by the officials, have been, by successive extensions of their jurisdiction, transformed into courts where important business is regularly transacted, and where solicitors and counsel are engaged just as in the High Court. To understand the cause of this change it is only necessary to remember the raising of the limit in actions of contract to £50 with the provisions for remitting actions up to £100, the introduction of equity jurisdiction up to £500, and the intrusting to county courts of the whole bankruptcy business outside the metropolis and of the jurisdiction under the Employers' Liability Act. The result, of course, in large courts is a block of business, and, as it is frequently difficult to separate the trivial from the important cases, repeated adjournments, with the consequent expense and waste of time, severely try the patience of suitors and advocates. In the opinion of Mr. CAUTHERLEY there is a danger of the poor man being gradually elbowed from the court established for his benefit, though perhaps this is hardly consistent with the statistics quoted from the Leeds County Court, where it seems that four-fifths of the total fees are derived from cases under £10. However, the inconveniences attending the present mode of conducting business are well known, and Mr. CAUTHERLEY's remedy is the creation of a second court to be presided over by a registrar and with jurisdiction up to £10, the registrar to be precluded from private practice and to be appointed by the Lord Chancellor, and not, as now, by the judge. In the registrar's court the officials would prepare and serve all process, and receive and pay over to the plaintiffs all moneys recovered, as at present; in the judge's court all such acts would be performed by the parties or their solicitors, as in the High Court. Mr. CAUTHERLEY would provide for cases under £10 of special difficulty or importance to be transferred to the judge, as well as cases in which a jury was demanded, unless both parties consented to trial before the registrar. The registrar would sit at all towns in the circuit, the judge at one or more of the larger ones only, according to the area, population, and travelling facilities of the district. This would enable the judge to sit *de die in diem*, at least within certain fixed dates, until his list was disposed of. The judge's time would be economized by the diminution of travelling, and part-heard cases would not be indefinitely adjourned, while a stronger local bar would be established, and the conduct of business made more efficient. The re-arrangement of the circuits, the diminution of the number of judges, and the increase of their salaries, are matters incidental to the scheme. The article certainly contains some useful hints for the reformers of the county court system.

IT IS IN accordance with the present tendency of judicial decision that implied stipulations should not be imported into agreements unless they are obviously necessary in order to carry out the intention of the parties. Recent examples in which the Court of Appeal has refused to import such stipulations will be found in *Turner v. Goldsmith* (39 W. R. 547) and *Hamlyn v. Wood* (*ante*, p. 678). In the former the defendant, a manufacturer, agreed with the plaintiff to employ him as his agent and traveller for a term of five years certain. The defendant's manufactory was burnt down when there were still nearly three years of the five unexpired, and he made no attempt to resume his business or to carry it on elsewhere, or to afford the plaintiff any further employment. The plaintiff sued for breach of the agreement, and it was urged in defence that the contract was subject to an implied condition that the defendant's place of business should continue to exist. Of course the question of implied conditions of this kind has been frequently discussed, and the case most in point seems to be *Taylor v. Caldwell* (11 W. R. 726, 3 B. & S. 826). According to the judgment there delivered by BLACKBURN, J., where a contractor has entered into a positive contract, he is bound to perform it, or pay damages for not doing so, even though, in consequence of unforeseen accidents, the performance becomes unexpectedly burdensome, or even impossible. At the same time, if such positive contract was entered into in contemplation of the continued existence of some particular thing, then it may be subject to an implied condition that the destruction of the thing shall excuse non-performance. In that case, which related to the letting of gardens and a music-hall for the purpose of giving entertainments, it was held that there was such an implied condition, and, upon the hall being burnt down, the contract was deemed to be at an end. But the Court of Appeal declined to come to a similar conclusion in the present case. There was no reason why the defendant should not continue to find employment for the plaintiff—the agreement was not expressly confined to articles manufactured by the defendant—even after the premises were burnt down. Consequently there was nothing to cut down the positive contract to employ for a term certain, and the plaintiff was entitled to damages.

IN THE OTHER case of *Hamlyn v. Wood* (*supra*), the defendants, a firm of brewers, agreed to sell to the plaintiffs at current rates all the grains made by them for a term of ten years. At the end of five years the defendants sold their business and thereupon discontinued the supply of grains to the plaintiffs. The latter brought the action and contended that there was an implied stipulation that the defendants should not wilfully do anything to prevent themselves from carrying on their business for the ten years. But this contention failed before the Court of Appeal. The case appears to be within the decision of the House of Lords in *Rhodes v. Forwood* (24 W. R. 1078, 1 App. Cas. 256) where, under somewhat similar circumstances, it was held that the transfer of the business during the period was an event which might well have been contemplated, and there was consequently no implied stipulation that it should continue to be carried on by the contracting party. The general principle with regard to implied stipulations was clearly stated by BOWEN, L.J., in *The Moorcock* (37 W. R. 439, 14 P. D. 64), where he said that the implication was only drawn for the purpose of making the person promise in law as much, at all events, as must have been in the contemplation of the parties that he should promise. In *Wood v. Hamlyn* the contract was one of which each party took the benefit as long as it lasted, and in order to give efficiency to it it was not necessary to imply a stipulation that the defendants must carry on their business for the full period. Here, then, as in *Turner v. Goldsmith* (*supra*), the implied stipulation was rejected.

A CORRESPONDENT, referring to our remarks last week (*ante*, p. 778) on *Lowther v. Caledonian Railway Co.*, says: "Neither in your report of *Lowther v. Caledonian Railway Co.* (*ante*, p. 665) nor in your editorial remarks upon that case which appeared in last week's issue is there any mention of the case of *Marquis of Salisbury v. London and North-Western Railway Co.*, in which JESSEL, M.R., gave a contrary decision to that recently



given by STIRLING, J., in *Lowther's case*. The *Marquis of Salisbury's case*, for some reason or other, does not appear in the usual reports, and may therefore have been overlooked in the recent case, but it is mentioned in the *Weekly Notes* of 1879 (p. 214), and also in Cripps' *Law of Compensation* (2nd ed., p. 227). The question of whether a lord of a manor is entitled to compensation on the improved or unimproved basis is a very important one, and in view of the above contrary decisions it would seem that the point is not yet by any means settled." We were not aware of the decision to which our correspondent usefully calls attention. According to the note in the *Weekly Notes*, the late Master of the Rolls held that as the lands must have been acquired only under the provisions of the Lands Clauses Act—for otherwise their acquisition would have been illegal—the enfranchisement must take place under that Act, and not under the Copyhold Act, 1852; and therefore the amount of compensation must be assessed on the basis of its being ascertained within one month after entry by the company on the lands, or within three months after the enrolment of the conveyance on the court rolls, whichever first happened, as provided by section 96 of the Lands Clauses Act.

### THE DEEDS OF INFANTS.

The judgments delivered in the Court of Appeal in *Walter v. Everard* (39 W. R. 676) contain abundant authority to shew that an infant may, under suitable circumstances, bind himself by deed. LITTLETON, indeed, says (section 259) that any deed, obligation, or other writing made by an infant serves for nothing, and may be avoided, and in *Gylbert v. Fletcher* (Cro. Car. 179), where an action was brought against an infant who had absented himself from his service, it was held that the covenant or obligation of an infant for his apprenticeship would not bind him, and consequently no remedy on it would lie against him. But COKE (172a) takes exception to the generality of the rule laid down by LITTLETON, and says that an infant may bind himself to pay for his "necessary meat, drink, apparel, necessary physic, and such other necessities, and likewise for his good teaching or instruction, whereby he may profit himself afterwards." The bond, however, must secure merely the price of such necessities, for if the infant bind himself to pay for them in an obligation or other writing with a penalty this will not bind him. The distinction thus taken is recognized in the case of *Ayliffe v. Archdale* (Cro. Eliz. 920), where the plaintiff had paid certain money for the necessary meat and drink of the defendant, being an infant, and had taken an obligation in the double sum for payment. The court held this to be void, though if he had taken an obligation for the very sum which he had laid out for the infant's necessary maintenance it would have been otherwise. And this case, as well as the passage from COKE upon LITTLETON, were cited in *Russel v. Lee* (1 Lev. 86), where a similar decision was given. To the same effect again is HARGRAVE's note that Lord COKE's words imply that a single bond—that is, one without a penalty—being given for necessities, may be good as against an infant; "and so it hath been frequently adjudged."

Apart from the case of *Gylbert v. Fletcher* above referred to no doubt seems ever to have been thrown on the law as thus laid down, and a curious application was made of it in *Keane v. Boycott* (2 H. Bl. 511). An infant slave in the West Indies executed an indenture by which he covenanted to serve the plaintiff, who was coming to Europe, as his servant for five years, and the plaintiff covenanted to find him food, lodging, and clothing, and medical assistance in case of sickness. The plaintiff soon after arrived in this country and went with the boy to Cheltenham. While they were there, the defendant, who was a captain in the army on a recruiting party, met the boy in the street and asked him to enlist. This the latter did, first informing the defendant of his contract of service with the plaintiff. The defendant nevertheless despatched the boy to the regiment, and the plaintiff thereupon sued the defendant for seducing him away from his service. For the defendant it was argued that, as the boy was both an infant and slave when the indenture was entered into, it was clearly void, and therefore, the contract for service not being binding, the action would not

lie. But HEATH, J., suggested that possibly the effect of the master entering into a contract with the infant might be to enfranchise him, and hence, as it would be for his benefit, the contract was at most voidable by the infant, and it was not competent for a third person to excuse his own tort by alleging that it was void. Upon this footing accordingly the case was decided, EYRE, C.J., quoting the authorities above referred to, and drawing from them the conclusion that for such things as the court could pronounce to be necessities the infant might bind himself even by deed. He also took the liberal view that a contract having the effect of emancipation from slavery must be regarded as a contract for necessities. Other authorities in which the same rule has been recognized are *Baylis v. Dineley* (3 M. & S. 477) and *Cooper v. Simmons* (10 W. R. 271, 7 H. & N. 707).

It is clear, then, that there is no general rule that the deed of an infant as such is of no effect. On the contrary, provided it does not contain a penalty, and provided it secures only the price of necessities, it is binding on the infant, and an action against him may be brought upon it. But this, as was pointed out by the Master of the Rolls in *Walter v. Everard* (*supra*), amounts to no more than saying that the mere fact of the obligation being created by deed shall not excuse the infant from a liability to which he might otherwise be subject. Without a deed he might render himself liable for the price of the necessities supplied to him, and the deed is only binding so far as it can be shown to secure such price. "You must," said Lord ESHER, "consider whether they were necessities subject to the ordinary definition of necessities, and you must consider whether the price claimed in respect of them is reasonable. You must do everything which you would have to do if there were no deed, and although in all other cases of deed you would not have to do it." In other words, so soon as it is clear that the infant might have bound himself by a parol contract, then the validity of his deed, binding him to exactly the same extent, is ascertained.

The decision of the Court of Appeal, however, was not intended to overrule the principle established by *Gylbert v. Fletcher* (*supra*), that an infant cannot be sued upon his covenant to serve, and in the recent case of *Francesco v. Barnum* (38 W. R. 187) CHITTY, J., drew from it the conclusion that an injunction cannot be granted against an infant to restrain a breach of his covenant. In *Gylbert v. Fletcher* it was pointed out that the master had other remedies. If the apprentice misbehaved himself the master might correct him in his service, or might take him before the justices to have him punished; and hence in *Walter v. Everard* FRY, L.J., suggested that it was the existence of these remedies which disinclined the courts to allow the apprentice to be sued on the covenant. But, whatever may be the real justification of the decision in *Gylbert v. Fletcher* it is to be regarded as an exception from the general rule that an infant may be sued upon his deed in cases where, from its subject-matter, it is binding upon him, and he may certainly be sued upon it so far as he thereby undertakes to pay for necessities supplied to him.

### EVIDENCE BY COMMISSION.

#### II.

IN addition to the procedure by way of writ of *mandamus*—described in the foregoing paper—the examination of witnesses abroad may be taken (a) under a writ of commission, (b) by a special examiner, or (c) under a letter of request.

We shall deal first, and very briefly, with the practice relating to each of these modes of taking evidence, and afterwards with the general law defining the circumstances under which an order for the examination of witnesses abroad may be obtained.

#### EXAMINATIONS UNDER A WRIT OF COMMISSION.

*Enactments, &c., relating to.*—1 Will. 4, c. 22, extending the provisions of 13 Geo. 3, c. 63, and enabling examinations to be taken upon interrogatories *de bene esse*, where *vivâ voce* evidence could not conveniently be had (repealed by 46 & 47 Vict. c. 49); 22 Vict. c. 20 (Evidence by Commission Act, 1859); R. S. C., ord. 37; 48 & 49 Vict. c. 74 (Evidence by Commission Act, 1885).

*Procedure.*—A writ of commission may be obtained by summons in

chambers or on notice of motion (see Dan. C. F., Nos. 38, 43, 716), supported by an affidavit (see Chitty's Forms, p. 284; Dan. C. F., No. 717) sworn by the plaintiff or the defendant (as the case may be), or his solicitor, or the solicitor's clerk having the management of the action. The application should be made not before, and as soon as possible after, issue joined (*Stewart v. Gladstone*, 1877, 7 Ch. D. 394). Before that stage in an action it is generally impossible to say who are necessary and material witnesses,\* and the court or a judge will not make an order for a commission on an application before issue joined, except in cases of extreme urgency.† The affidavit in support of the application for a commission should state (1) that issue has been joined, (2) the names of at least some of the witnesses to be examined,‡ and (3) that their evidence is material. Forms (a) of orders for the issue of commissions will be found in the R. S. C., Appx. K, Nos. 36, 37; (b) of writs of commission, of commissioners, interpreters, witnesses, and clerk's oath, of interrogatories, and of commissioners' certificate, are given in Daniell's C. F., pp. 294-8. In order to obviate the difficulty raised in *Wilson v. De Coulon* (1883, 22 Ch. D. 841), the writ of commission should contain a clause giving a single commissioner authority to administer an oath to himself. On the execution of the commission, the acting commissioners should indorse on the commission, and sign, the "return" (Dan. C. F., No. 728), and transmit to the senior master of the Supreme Court of Judicature, Royal Courts of Justice, the following documents, closed up and sealed by them:—(1) the commission, with the "return" indorsed, (2) the certificate of execution (Dan. C. F., No. 729), and (3) the depositions.

#### EXAMINATIONS BY A SPECIAL EXAMINER.

In all cases in which it is competent to apply for a writ of commission, application may be made either in court or in chambers (cf. *Reed v. Prest*, Kay, Appx. xiv., and Dan. C. F., Nos. 701, 702) for the appointment of a special examiner to take evidence abroad. The summons or motion should be supported by an affidavit (see Dan. C. F., No. 703) setting forth the circumstances under which the application is made, and the name and style of the proposed examiner. Parties (*Re Smith, Knight, & Co.*, L. R. 8 Eq. 23), but not mere witnesses (*Re Contract Corporation*, 1871, L. R. 13 Eq. 27), are entitled to be heard on, and to object to, the appointment of a special examiner. No captious objection will prevail.§ A form of order for the appointment of a special examiner to take evidence abroad is given in R. S. C., Appx. K, No. 37 (c). The following form is taken from the *London Bank of Mexico and South America v. Hart* (1868, L. R. 6 Eq. 467):—"Upon motion this day made, &c., it is ordered that A. B. and C. D., of Bogota, in the United States of Colombia; E. F. (Englishman), H.M. Chargé d'Affaires to the United States of Colombia; G. H. and I. K. and L. M. (an Englishman), all of Bogota, be appointed examiners for taking the examination of witnesses residing at Bogota, or elsewhere in the United States of Colombia; and it is ordered that A. B. and E. F. do alone act as examiners, unless they, or either of them, is by illness or other sufficient cause incapacitated from acting, and in case the said A. B. is so incapacitated from acting, C. D. is to act in his place as one of such examiners, but if the said C. D. is so incapacitated as aforesaid, then the said G. H. is to act as one of such examiners, and if the said G. H. is so incapacitated as aforesaid, then the said I. K. is to act as one of such examiners, and in case the said E. F. is so incapacitated as aforesaid, then the said L. M. is to act as one of such examiners." *Mutatis mutandis*, this form is better than that given in Appx. K, No. 37 (c).

An order for the appointment of a special examiner may be made even when some of the witnesses whom it is proposed to examine are in fact parties. This point was considered in the *Banque Franco-Egyptienne v. Lutcher* (1879, 28 W. R. 133, 41 L. T. N. S. 468). This was a motion for the appointment of a special examiner|| to examine certain of the plaintiffs who were resident in Paris, and were only interested in the subject-matter of the action to such a small extent that they declined to come to England to prosecute their claim. Their evidence was necessary, however, to support the claim of the substantial plaintiff, the *Banque Franco-Egyptienne*. FRY, J., made the order asked for.¶

#### EXAMINATIONS UNDER A LETTER OF REQUEST.

In certain foreign countries—notably Germany—only an officer of

the foreign court is entitled to administer an oath. The appointment of commissioners or of a special examiner to take evidence in such countries is both useless and dangerous, for the *laesa majestas* of a foreign State is apt to be resentful. To meet this difficulty ord. 37, r. 6a, provides that "if in any case the court or a judge shall so order, there shall be issued a request to examine witnesses in lieu of a commission."\*\* A letter of request may be obtained by summons in chambers, or on notice of motion (see Form of Summons, Brac. or notice Dan. C. F. 729a). "The letter of request,"† say the editors of the Annual Practice (1891, p. 648), "should be prepared by the solicitor and taken with the order for its issue, and the undertaking of the solicitor to be responsible for expenses incurred in the execution (P. M. R. 13a, R. S. C., Appx., Part V.), and left at the Writ Department (Rooms 68, 69). It is there sealed with the date of issue, and also with the seal for documents to be used abroad. The letter is not returned to the solicitor, but, after signature by the president of the division to which the action is assigned, is transmitted from the Writ Department to H.M. Secretary of State for Foreign Affairs."‡

Rule 6a provides that Forms 37a and 37b in Appendix K shall be used "with such variation as circumstances may require." Even a material variation will be sanctioned, if necessary. In *Lister v. Norton* (1885, 2 P. O. R. 135) the plaintiff moved for and obtained the issue of a letter of request to a German court to examine a witness in Berlin. The notice of motion was drawn in a special form, to meet the requirements of German procedure. The registrar drew up the minutes of the order in the common form, merely providing that a letter of request should issue, and not in the special form asked by the notice of motion. CHITTY, J., directed that the order should provide for the issue of a letter of request substantially in the terms of the notice.

In spite of the maxim *omnis definitio in jure periculosa est* we will endeavour to state the law as to the circumstances under which, and the conditions subject to which, the English courts will order the examination of witnesses abroad in the form of propositions, illustrated by cases.

1. An order for the examination of witnesses abroad is a matter of judicial discretion.

In *Coch v. Allcock* (1888, 21 Q. B. D. 178) it was argued, on the assumed authority of *Kemp v. Tennant* (1885, 2 Times Rep. 304), that where an application is made *bonâ fide*, and it is shown that a witness's evidence is material, and that he is out of the jurisdiction, the granting of a commission is *ex debito justitiæ*. But this doctrine was rejected by the Court of Appeal (if, indeed, it was laid down in *Kemp v. Tennant*); and the practice was settled according to the rule above stated.

There are various corollaries to this proposition. (a) No general rule as to when an order will be granted can be laid down. It must depend on the circumstances of each case. Where, for instance, the applicant is a party, the discretion will be exercised in a stricter manner (*Coch v. Allcock*, *ubi sup.*, at p. 181), and the applicant "must make out by affidavit a strong *prima facie* case why he should not attend and be examined at the trial" (*Light v. Governor and Company of Anticosti*, 1888, 58 L. T. 25; also *Nadin v. Bassett*, 1883, 23 Ch. D. 21, and *Lawson v. Vacuum Brake Co.*, 1884, 27 Ch. D. 137). (b) The discretion exercised by the court or a judge will not be lightly overruled on appeal. Where the Court of Appeal is merely doubtful as to the propriety of the course taken by the court below in granting an order, terms may be imposed. Thus, in *Coch v. Allcock* the costs of the commission were left to the discretion of the judge that tried the case. Where, however, a wrong principle has been applied, or a serious miscarriage of justice has taken place, or fresh evidence is forthcoming, the Court of Appeal will interfere: *Berdan v. Greenwood* (1880, 20 Ch. D. 764 n.).

2. An order for the examination of a witness abroad will not be made unless the court is satisfied §

(a) that the application is made *bonâ fide*.

Illustrations. (1) C. claimed to prove for £7,000 against the estate of B., a widow, who died intestate at Marseilles on the 1st of May, 1878. The claim was founded on a document signed by B. in 1872, by which she purported to draw on the Bank of England at sight for £7,000. The document was indorsed by B. in favour of G., with whom she was living and passing as his wife, and was indorsed in 1876 by G. to C., in whose favour G., in 1878, executed another instrument, which might or might not create an equitable charge or an assignment of some interest under the other document. FRY, J., holding that the case was *prima facie* suspicious, and that G. ought to be subjected to a drastic cross-examination, refused to grant a

\* *Mordel v. Steele* (1841, 8 M. & W. 300).

† *Spalding v. Mure* (2 Tidd. 814) and *Finney v. Beasley* (1851, 17 Q. B. 86).

‡ This rule is so well settled that it is unnecessary to examine cases in support of it here (see Taylor's Evid., s. 509). Where the applicant defends in a representative character, and is ready to bring the money into court (*Cow v. Kinnerley*, 1844, 6 M. & G. 941), or where the necessity for a commission appears on the pleadings (*Rougemont v. Royal Exchange Assurance Co.*, 1892, 7 Ves. 304), the names of the witnesses may be dispensed with, but here an order will be made that the opposite party be furnished with the names within a reasonable time.

§ In *Ongley v. Hill* (22 W. R. 817) the British Minister at Teheran was appointed special examiner, although one of the witnesses was his personal attendant.

|| According to the *Law Times*, it was a motion for a commission. But it is clear, even on the face of the *Law Times* report (*ubi sup.*), that this is an error.

¶ The names of the plaintiffs that were to be examined were inserted in the order, and the costs of the motion were directed to be costs in the cause.

\* This rule was made on October 1, 1884. The notes on "letters of request" in the Annual Practice for 1891, p. 648, are exceedingly good.

† See Forms 37a and 37b in Appx. K and Dan. C. F. 729b.

‡ Or for the Colonies, as the case may be; letters of request being now frequently issued in lieu of commissions to colonial courts.

§ Here we follow, to some extent, the arrangement of sub-heading in the Annual Practice (see p. 645).



commission (*Re Boyce*, 1882, 20 Ch. D. 760). (2) B., a citizen of the United States, sued G. & Co. for commission, alleged to have been earned by him under a contract with G. & Co. to use his influence with the Government of Russia to procure orders for the manufacture by G. & Co. of certain machines for the said Government. G. & Co. denied the alleged services rendered. B. applied for a commission to have his evidence taken at Bucharest, where he was residing, on the ground that a journey to England would be dangerous to his life. It appeared that B.'s case rested principally on his own evidence; and he had unsuccessfully opposed an application by the defendants for the examination on commission of certain witnesses abroad with whom B. alleged that he had used his influence. The Court of Appeal, not being satisfied as to B.'s *bona fides*, refused a commission (*Berdan v. Greenwood*, 1880, 20 Ch. D. 764 n.).\*

## A READING OF THE NEW STATUTES.

### The Tithe Act, 1891 (54 Vict. c. 8).

#### I.—THE RECOVERY OF TITHE RENT-CHARGE (Continued).

(4) *The mode of enforcing an order made by the county court (continued).*—(b) *Where the landowner is not in occupation.*—After the provision of sub-section (2) of section 2, under which, in cases where it is shewn to the court that the landowner is in occupation, an officer is appointed to distrain, sub-section (3) goes on to enact that, in any other case, the order shall be executed by the appointment by the court of a receiver of the rents and profits of the lands, and such receivership will extend to any other lands which would be liable to be distrained upon under the provisions of section 85 of the Tithe Act, 1836. The burden of the tithe rent-charge is thus taken entirely off the tenant, and, in accordance with the policy of the Act, it is thrown upon the owner of the land. The tenant is no longer liable to be distrained upon, but the charge is satisfied out of the rent before this reaches the pocket of the owner. The provision as to the extension of the receivership to other lands requires examination. Section 85 of the Act of 1836 enacts that any other land in the same parish—say, Whiteacre—occupied by the same person as the occupier of the land in respect of which the arrears of tithe rent-charge are due—say, Blackacre—shall be liable to be distrained upon, and that whether the occupier of Whiteacre occupies as owner thereof, or as tenant under the same landlord under whom he holds Blackacre. Of course, if both Blackacre and Whiteacre are held under the same landlord, the tenant will not be hurt by the receivership extending to both. But if the tenant of Blackacre, in respect of which the arrears are due, happens to be the owner of Whiteacre, the provision will have a result that can hardly have been contemplated by the framers of the Act. Although the rent-charge is payable solely by the owner of Blackacre, yet the receivership order may be executed against the owner of Whiteacre, and, unless he pays the arrears or attorns tenant to the receiver, he will, apparently, be liable to be distrained upon under rule 23. Such distress, indeed, can only take place under the direction of the court, and possibly, in the case supposed, the direction would not be given. But it is not very satisfactory to have to rely on the discretion of the court to correct the errors of the Legislature. The old extension of the power of distress to other land in the same parish may have been proper when the remedy was really against the occupier, but it is quite foreign to a system which expressly aims at absolving the occupier from liability.

Sub-section (4), following *Bailey v. Badham* (30 Ch. D. 84), provides that the court shall not have power to order a sale of the lands, but, subject to the prescribed regulations, it is to have the same power over receivers as in any other case, and may confer upon a person appointed receiver under the Act all the powers which it can ordinarily confer upon receivers. The special regulations as to receivers are contained in rules 15 to 23. Rules 15 and 16 provide for the extension of the receivership to other lands under sub-section (3) and section 85 of the Act of 1836, and for the ascertainment of such lands. These may be specified by the applicant in his notice of application, and then they are added to the schedule to the receivership order. But if they have not been so specified, or have been specified inaccurately, the duty of ascertaining them, or of correcting the error, is cast upon the receiver. By rule 17 the applicant may nominate a receiver in his notice of application, and the court will appoint accordingly unless for special reasons it otherwise determines. Where there is no such nomination, or where the nomination is not adopted, the selection, of course, rests with the court. Upon his appointment the receiver will give notice to the occupiers (rule 18), requiring them to attorn as tenants to him and to give him any necessary particulars of their tenancies. If information is refused,

\* In this case (*ubi sup.*, at p. 766) BAGGALLAY, L.J., said: "I think that even in the extreme case where the refusal of a commission might prevent the evidence of the witness from being given at all, yet if the court was satisfied that the non-attendance of the witness before the tribunal which had to decide the case would lead to injustice to the defendant, the commission still ought to be refused."

the occupier may be summoned before the court and examined as a witness (rule 19), and if he refuses to attorn tenant, and it becomes necessary to enforce the payment of his rent, the court may make an order authorizing the receiver to distrain in the name of the owner of the lands (rule 20).

In general, as we have seen, where the owner of the land is in occupation, the remedy against him will be by the appointment of an officer to distrain; but it will occasionally happen in such a case that a receiver is appointed. The course to be adopted by the receiver is indicated by rule 23. The owner may, of course, pay the money, or he may attorn tenant to the receiver, so as to enable the latter to obtain the profits of the land. Otherwise the receiver makes a report to the court, and the court may thereupon direct that the tithe rent-charge shall be recovered in the manner provided by the Act where the occupier is the owner—that is, by distress; the receiver being, in the absence of special reasons to the contrary, the person to distrain. Ten clear days, however, are allowed after the making of an order for distress before it takes effect, and opportunity is given to the alleged owner to object. If notice of objection is filed, the operation of the order is further suspended until the matter can be heard.

As the powers of the receiver extend only to land in the parish where the arrears of tithe rent-charge have become due, provision has to be made for the case where such land is held with land in another parish at a single rent, and this is done by the latter part of sub-section (3), under which the rent may be apportioned. This apportionment is regulated by rules 25 to 28. The fact that an apportionment will be required may be stated in the notice of application, or it may be shewn at the hearing. In either of these cases the court must, on the appointment of the receiver or as soon after as possible, apportion the rent according to the rateable value of the lands. The apportionment takes effect immediately it is made, and the payment of the apportioned rent by the occupier to the receiver is, as between the occupier and the owner, to be deemed a payment on account of the total rent (sub-section (3)). But where no order for apportionment is made at the hearing, and the receiver subsequently discovers the necessity for one, he can obtain it on application to the court (rule 26). An apportionment so made takes effect after notice to the parties unless, within five days of the service of notice, notice of objection is filed (rule 27). In this latter case a day is appointed for hearing the objection (rule 28).

(c) *Where lands are let at a rent not sufficient to enable the receiver to recover the sum ordered to be recovered.*—This case is really a branch of the last. The owner is not in occupation, and therefore the remedy against him is the appointment of a receiver. But owing to the land being let either rent free, or at a rent below the actual value, the receiver is not able to obtain sufficient funds to satisfy the arrears of the tithe rent-charge. The procedure which he is then to adopt is indicated by section 4. He is to satisfy the court that the rent is insufficient, and then the court, after notice to the owner and the occupier of the land, and after hearing them if they so desire, may direct that the order for recovery of arrears shall be executed as though the occupier were the owner of the lands. The brunt of the payment is thus thrown upon the occupier, and he is liable to be distrained upon. But any amount so recovered from him, together with interest at four per cent., he may recover from the landowner by action, and he may also deduct it from any sums at any time becoming due from him to the landowner. The procedure under section 4 is regulated by rules 29 to 31. The receiver, upon finding the rent insufficient, puts the court in motion by a report in writing, and the court, if satisfied that the report makes out a *prima facie* case, gives notice to the occupier of the lands informing him that an order for distress will be made, and giving him an opportunity to object. Notice of the hearing is also served on the titheowner and the landowner. Finally, if no reason to the contrary is shewn, the order for distress is made, the receiver being in general the person appointed to distrain.

## REVIEWS.

### THE NEW STAMP ACT.

THE STAMP ACT, 1891, AND THE STAMP DUTIES MANAGEMENT ACT, 1891. WITH AN INTRODUCTION AND NOTES, AND A COPIOUS INDEX. By NATHANIEL JOSEPH HIGHMORE, Barrister-at-Law, Assistant-Solicitor of Inland Revenue. Stevens & Sons (Limited).

THE LAW OF STAMP DUTIES ON DEEDS AND OTHER INSTRUMENTS. CONTAINING THE STAMP ACT, 1891; THE STAMP DUTIES MANAGEMENT ACT, 1891; A SUMMARY OF CASE LAW; NOTES OF PRACTICE AND ADMINISTRATION; THE PROBATE, LEGACY AND SUCCESSION, ACCOUNT AND ESTATE DUTIES; AND THE EXCISE LICENCE DUTIES. BEING THE SECOND EDITION OF "A DIGEST OF THE LAW RELATING TO STAMP DUTIES." By E. N. ALPE, Barrister-at-Law, of the Solicitors' Department, Inland Revenue. Jordan & Sons.

We notice these two works at once in consequence of the general

desire of the profession to provide themselves with a manual of the new Stamp Act, but we must decline the responsibility of definitely deciding between them. Our feeling, on a cursory examination, is expressed by Gray's trite lines—

"How happy could I be with either  
Were t'other dear charmer away."

The first-mentioned book is by the Assistant-Solicitor of Inland Revenue, who was associated with the Solicitor in the drafting of the Bills. It contains a useful comparative table shewing the correspondence between the sections of the Acts of 1891 with the sections of the antecedent law, and an introduction containing an exceedingly complete statement of all the alterations relating to the charges of duty in the schedule. The new Act is then given in full, with notes to the sections, which are usually short, and are apparently constructed on the principle of citing only selected important cases.

The other book, also by a barrister connected with the Solicitors' Department, has, in its previous shape, been already reviewed in this journal. It still retains the principle of grouping the sections of the new Act containing particular regulations under the heads of charge to which they relate, and the notes on practice are full, practical, and useful; designed, in many cases, to save the trouble of an application for adjudication. We can speak from use for some time of the handiness and practical value of Mr. Alpe's book.

#### PUBLIC HEALTH.

THE PUBLIC HEALTH (LONDON) ACT, 1891, WITH INTRODUCTION, NOTES, AND INDEX. By ALEXANDER MACMORRAN, M.A., Barrister-at-Law. Shaw & Sons.

We are glad to welcome the appearance of this excellently printed and arranged book. The importance of the Act with which it deals can hardly be overrated. As Mr. Macmorran says in his introduction, it is intended to do for the metropolis what the Public Health Act, 1875, did for the rest of the country. It repeals a large number of statutes formerly in force in the metropolis, and consolidates these while at the same time amending them, so that we may now be said to have a sanitary code applicable to the metropolis. The Act applies to the administrative county of London, and thus the area of its operation is the same as the area under the jurisdiction of the London County Council. But while the council has extensive duties and powers conferred upon it, the authorities immediately charged with the execution of the Act comprise the numerous vestries and district boards referred to in section 99. Between the present time, therefore, and the first day of January next, when the Act comes into operation, a large number of persons ought to acquaint themselves with its provisions, and in grappling with the task the present work will be found to afford all needful assistance. Professional readers, moreover, will be materially helped by the references which in general are given under each sub-section to the previous enactments, if any, on the same subject, and by the careful manner in which the cases have been stated or referred to in the notes. As might be expected, the note following the definition of "street" (section 141) forms quite a treatise on that troublesome term. The index appears to be very complete, and a bold, clear type is introduced to indicate the leading matters dealt with, which usefully arrests the eye. Altogether the work has been very carefully brought out, and is likely to be popular.

### CASES OF THE WEEK.

Before the Vacation Judge.

PETO v. APPERLEY—2nd October.

TRADES UNIONS—INTIMIDATION—INJURY TO PROPERTY—"JUST CAUSE OR EXCUSE"—INJUNCTION.

The plaintiff, Basil Edward Peto, a contractor, was a member of a firm of Peto Brothers, who were engaged in erecting an extension of the Cane Hill Asylum at Coulsdon, in Surrey, under a contract with the London County Council, binding them to complete the works at a fixed date, under a penalty of £25 a day, and there was no provision for any extension of time in case of strikes. On the 17th of September posters were stuck up on the entrance gates to the works and other places in the vicinity, and were also distributed in Reigate. The posters were as follows:—"London United Trades Committee of Carpenters and Joiners, 10, Agar-street, Strand.—Wanted! Carpenters and Joiners to keep away from Cane Hill Asylum pending the settlement of the London strike.—By order of the Committee, W. APPERLEY, Sec. pro tem." This action was brought against Apperley for an injunction restraining him from printing, issuing, posting, distributing, or otherwise advertising the above notice, or otherwise interfering with the workmen employed on the building of Cane Hill Asylum, and for damages. On the 23rd of September the plaintiff moved *ex parte* for an injunction in the above terms, which was granted by Jeune, J., until the 1st of October, with leave to serve notice of motion for the 30th of September, when the

motion was opened, and, the argument not being concluded, was resumed on Friday, October 2nd. The plaintiff swore in support of his application for an injunction that the posters in question were calculated to cause serious injury to his business, and that some of the carpenters and joiners working for the plaintiff's firm would be induced to leave the work, and that his firm would be prevented from obtaining other men to carry out the works, and would incur the penalties for default. The plaintiff further stated there was no strike or lock-out of carpenters and joiners upon his works at Cane Hill or in the neighbourhood. The defendant, Apperley, who is the Secretary of the London United Trades Committee of Carpenters and Joiners, in his affidavit in opposition, stated that the object of the committee was to improve the position of the journeyman carpenters, and in issuing the posters there was no intention of specially injuring the plaintiff, the object being to induce workmen not to seek employment of them pending a settlement of the questions at issue between the masters and journeymen. He also stated that the plaintiff had locked out his men, but the plaintiff swore that he had locked out no men at Cane Hill. The defendant also stated in his affidavit that there had been a strike and lock-out, but the plaintiff stated that the strikes and lock-outs were strictly confined to the London district. In support of the injunction it was urged that the acts of the defendant were a restraint of the plaintiff's trade, and constituted an injury to property, which the court would protect. The combination to injure the plaintiff was not legal, and was done by the committee of a society, which was not protecting its own property or business. The object must necessarily be to injure the plaintiff. The following cases were cited:—*Springhead Spinning Co. v. Riley* (16 W. R. 1138, L. R. 6 Eq. 551), *The Mogul Steamship Co. v. McGregor* (37 W. R. 286, 23 Q. B. D. 598), *The Plymouth Intimidation case* (Times L. R., vol. 7, p. 650); and the Conspiracy and Protection of Property Act, 1875 (38 & 39 Vict. c. 86), was referred to.

JEUNE, J., refused the injunction, and said, in giving judgment, that if he had to decide the matters finally more investigation would be necessary. The facts of the case were very simple. The objects were the objects of a trades union society, and it was clear on the evidence that no threats or intimidation had been used within the meaning of the Conspiracy and Protection of Property Act, 1875. *The Plymouth Intimidation case* was very similar to the present, and in point. There was no evidence that the defendant was actuated by personal spite or personal feeling against the plaintiff. There was no precedent of an action of this kind. *The Springhead Spinning Co. v. Riley* bore a superficial resemblance to the present case, but there the similarity ceased. What was done in that case was in pursuance of a criminal conspiracy, for which action would lie, but in this case there was no criminal act. Neither were the cases where persons had been induced to break contracts applicable here, and there was no inducement to commit an illegal act. The whole point was whether there was "just cause or excuse," to use the words of Bowen, L.J., in *The Mogul Steamship Co. v. McGregor*, for what was being done. It was done in furtherance of the objects of a trades union, and was not illegal. Anything done in pursuance of those objects was done with "just cause or excuse." That appeared to him to be the test whereby the present case would ultimately have to be decided. In the absence of precedent, he did not feel able to say that there was any such clear cause of action as would justify him in interfering by way of injunction. He greatly doubted whether it made any material difference to the plaintiff whether the posters of the particular bill complained of was restrained from now until the trial or not. He had also to consider the rights of the association, and there did not appear to him any very important ground for interfering in this matter. He was not, therefore, able to interfere by way of injunction, and the motion would be refused, but costs reserved.—COUNSEL, *Eustace Smith; Fischer, Q.C., and Besley. SOLICITORS, Mackrell, Maton, & Godlee; Shaen, Roscoe, Massey, & Co.*

HAILE v. LILLINGSTONE—7th October.

TRADE DISPUTE—INJURY TO PROPERTY—"BOYCOTTING"—INTIMIDATION—INJUNCTION.

This was a motion to continue an *interim* injunction restraining the defendants from printing, distributing, or exhibiting any bill or bills, or other notice or advertising, appealing to the public, trade unionists, or any persons to refuse their custom to, or boycott, the plaintiff, or his shop or shops, or requesting the public, trade unionists, or any person to do any act injurious to the plaintiff in his trade or business. The plaintiff carried on business at No. 288, Harrow-road, and elsewhere in London, as a cheesemonger. The bill complained of was headed "Boycott the Sweater.—An Appeal to the Public and Trade Unionists," and continued, "Boycott Haile, cheesemonger, 288, Harrow-road, the blackleg tradesman, who has acted the part of Pecksniff right through the agitation, and let every self-respecting man and woman with a sense of duty towards others resent the contemptible part played by Haile," and support the shop assistants in the vigorous measures taken against those who, by their refusal to co-operate with their fellow-tradesmen in shortening the hours of labour, are making our lives one weary long round of toilsome, monotonous labour, working as we are fourteen to sixteen hours a day. The boycott is the only weapon now left for us to use, having tried moral pressure and Acts of Parliament without avail, and all hope in that direction has been crushed out, therefore boycott the above and deal exclusively with those who, by giving a few hours' leisure to their assistants, shew they are worthy of support." The notice was signed by the defendant, L. W. Lillingstone, the Honorary Secretary of the Paddington and Harrow-road Branch of the Shop Assistants' Union. An argument very similar to that in *Peto v. Apperley* (reported above) was now



addressed to the court, and it was stated that the plaintiff's business was being very seriously damaged by what was being done.

JEUNE, J., said that after the *Plymouth Intimidation case* (Times L. R., vol. 7, p. 650) it was impossible to say that what was being done amounted to intimidation. The dispute seemed to be a trade dispute merely. Clearly no cause of action had been shewn, and no authority had been produced supporting the plaintiff's contention. The reasons had been more fully stated in *Peto v. Apperley*, and he did not intend to recapitulate them in the present case. The injunction must be refused. Costs would be reserved.—COUNSEL, *Eustace Smith*; *Eldridge*. SOLICITORS, *W. H. Walter & Son*; *W. T. Reeve Knapp*.

#### GOOCH v. LEA—7th October.

PRACTICE—CONTEMPT OF COURT—INFANT—WARD OF COURT—INTERFERENCE WITH—COMMITTAL—COSTS.

This was an application by the plaintiffs, Sir Alfred Gooch and his infant son, that Lady Gooch, the mother of the infant, might be committed for neglecting to deliver up the infant at St. Aubyn's House, Lowestoft, at the school of John B. Payne, pursuant to an order of the 22nd of September, 1891, and that she might be restrained from attempting to remove the infant from the custody of the schoolmaster and having communication with the infant without the leave of the court, and that Lady Gooch should be ordered to pay the costs of the order of the 22nd of September, of an order of the 29th of September, and of the present proceedings. Sir Alfred and Lady Gooch, the father and mother of the infant, had executed a separation deed which was in full force, and proceedings had been initiated for a divorce on the ground of misconduct of the husband. From Payne's evidence it appeared that the school term commenced on the 17th of September, and the infant then returned to school, accompanied by his tutor. On the 18th of September Lady Gooch came to the school, and, in spite of his protests, Lady Gooch took the infant away, promising to return him on the 21st of September. The separation deed provided that the infant should spend half his holidays with the father and half with the mother. On the 22nd of September the vacation judge made an order that Lady Gooch should, within two days from the service of the order, deliver up the infant at the school. This order was not complied with. On the 29th of September the vacation judge made another order that the serjeant-at-arms attending at the court should take the infant into his custody and deliver him to the schoolmaster at St. Aubyn's House. The infant could not be delivered to the serjeant-at-arms, but Lady Gooch promised to send him back to school. Lady Gooch said that it was her intention to return the infant to school on the 19th of September, but she was prevented from doing so. She said she wrote to the schoolmaster explaining why she had not brought the infant back, and that she had no opportunity to communicate with her solicitor, who was away on his vacation, and she had no legal advice; that she had no intention to shew any disrespect to the court, and when she received notice of the order of the 22nd of September she was very unwell, and had no responsible person to whom she might intrust the child. She also stated that she was willing to submit to an order restraining her from removing or attempting to remove the child from the custody of Payne during school term. On behalf of Lady Gooch it was objected that the court had no jurisdiction to order her to pay the costs of the two orders of the 22nd and the 29th of September, which were spent, and that the purposes of justice would be fulfilled by granting the injunction.

JEUNE, J., made an order that Lady Gooch should be restrained from interfering in any way with the infant during the school term, and said that Lady Gooch was entitled to no indulgence at the hands of the court. There was no doubt that she had committed a contempt of court, but in the circumstances the court would not take the extreme step of sending her to prison. She had committed, in fact, two separate contempts of court, first, by taking the infant away from school, secondly, by not returning him to school. Her counsel had expressed her contrition for what had occurred, and he thought justice would be done by the injunction. With respect to costs, Lady Gooch had made the proceedings necessary, and therefore she ought to pay the costs occasioned by the disobedience to the two orders of the 22nd and 29th of September and of the present motion.—COUNSEL, *Dickinson*; *McSwinnery*. SOLICITORS, *Lewis & Lewis*; *Hensley & Hensley*.

## LEGAL NEWS.

### OBITUARY.

MR. JOHN DARLINGTON, K.C.I., who formerly practised as a solicitor in Bradford, died last month at his residence, Netherwood, near Ilkley, Yorkshire, in the 84th year of his age. He was the son of the late Mr. William Darlington, of Marbury, Cheshire. While in practice at Bradford he acted as consul for the King of the Belgians and also for the King of Servia. He was a knight of the Order of Leopold and of the Royal Crown of Italy, and was a magistrate for Bradford and for the West Riding of Yorkshire. Some years ago he obtained a Royal licence to assume the name of De Dutton, as twentieth in direct descent from Odo, first Lord of Dutton, and twenty-sixth from Rollo, Duke of Normandy, but he never acted upon the permission.

MR. CHARLES STEWART, barrister-at-law, died recently, at Ditchling, Sussex. He was the second son of Major Philip Stewart, of Brighton, and was born in 1801. He became a student of Lincoln's-inn on the 19th of January, 1835, but went to the Middle Temple on the 16th

of May, 1836, where he was called to the bar on the 26th of January, 1838. He was formerly M.P. for Penryn, and until recently he resided at Brunswick-place, Brighton.

MR. WILLIAM EDGAR SAUNDERS, barrister-at-law, died on the 19th ult., at British Honduras, of fever. Mr. Saunders was the eldest son of the late Mr. Thos. William Saunders, magistrate at the Thames Police Court. He was born on the 22nd of September, 1856, and was educated at Bath College. He became a student of the Middle Temple on the 30th of October, 1875, obtained a common law scholarship in 1878, and was called to the bar on the 27th of January, 1879. He was a member of the South-Eastern Circuit, and at the time of his death was acting as private secretary to the Governor of British Honduras.

### APPOINTMENTS.

MR. SAMUEL TURNER HADDELSLEY, solicitor, of Great Grimsby, has been appointed Vice-Consul for Spain at the Port of Grimsby. He was admitted in Easter, 1863, and is a commissioner for oaths.

MR. JOHN THOMAS ANDERSON, solicitor, of Whitehaven, has been appointed a Commissioner for Oaths. Mr. Anderson was admitted in June, 1879.

MR. HENRY KENDALL BOND, M.A. Cantab, solicitor, of Ipswich, has been appointed a Commissioner for Oaths. Mr. Bond was admitted in August, 1883.

MR. RICHARD ARTHUR BLAGDEN (of the firm of Blagden & Greenwood), solicitor, of Littlehampton, has been appointed a Commissioner for Oaths. Mr. Blagden was admitted in February, 1884.

MR. GEORGE ELLIS GARRARD, solicitor, of Evesham, has been appointed a Commissioner for Oaths. Mr. Garrard was admitted in April, 1884.

MR. GEORGE PERCY HAWORTH, solicitor, of Manchester, has been appointed a Commissioner for Oaths. Mr. Haworth was admitted in January, 1882.

MR. HERBERT BEHAN TAYLOR (of the firm of C. W. & H. B. Taylor), solicitor, of 31, Crutched Friars, E.C., has been appointed a Commissioner for Oaths. Mr. Taylor was admitted in January, 1885.

MR. THOMAS WAINSCOT, solicitor, of Landport, has been appointed a Commissioner for Oaths. Mr. Wainscot was admitted in February, 1884.

MR. WILLIAM WALKER, solicitor, of Manchester, has been appointed a Commissioner for Oaths. Mr. Walker was admitted in June, 1885, after having passed the final examination with honours.

MR. ADDINGTON OLDING (of the firm of Olding & Olding), solicitor, of Brighton, has been appointed a Commissioner for Oaths. Mr. Olding was admitted in April, 1885.

MR. CHARLES ST. JOHN KELLETT ROCHE (of the firm of Roche & Son), solicitor, of 33, Old Jewry, has been appointed a Commissioner for Oaths. Mr. Roche was admitted in May, 1879.

MR. ARTHUR PIERRE RUMBELow, solicitor, of 76, Finsbury-pavement, has been appointed a Commissioner for Oaths. Mr. Rumbelow was admitted in July, 1884.

MR. MINTON SLATER, solicitor, of 2, Old Serjeants'-inn, Chancery-lane, has been appointed a Commissioner for Oaths. Mr. Slater was admitted in May, 1885.

MR. FRANK B. HARRIS, solicitor, of Nottingham, has been appointed a Commissioner for Oaths. Mr. Harris was admitted in July, 1882.

MR. JOHN INGHAM, solicitor, of Bamber Bridge, Lancashire, has been appointed a Commissioner for Oaths. Mr. Ingham was admitted in May, 1885.

MR. JOHN HENRY KING, solicitor, of Bristol, has been appointed a Commissioner for Oaths. Mr. King was admitted in October, 1883.

MR. JAMES EBENEZER MASON, solicitor, of 3, North-buildings, Eldon-street, Finsbury, has been appointed a Commissioner for Oaths. Mr. Mason was admitted in Hilary, 1863.

MR. OWEN ROBYNS OWEN, solicitor, of Pwllheli, Carnarvon, has been appointed a Commissioner for Oaths. Mr. Owen was admitted in August, 1883.

MR. ARTHUR HENRY WANSEY (of the firm of Wansey & Son), solicitor, of Bristol, has been elected President of the Bristol Incorporated Law Society. Mr. Wansey was admitted in Hilary, 1850. He is registrar and deputy judge of the Tolzey Court, notary public, and a commissioner for oaths.

MR. LARRISTAN WINTERBOTHAM LEWIS (of the firm of L. W. Lewis & Son), solicitor, of Walsall, has been elected President of the Birmingham Incorporated Law Society. Mr. Lewis was admitted in Michaelmas, 1847. He is clerk to the guardians, county magistrates, rural sanitary authority of Walsall, superintendent registrar, a commissioner for oaths, and a perpetual commissioner.

MR. RICHARD CANNING HILL, solicitor, of Worcester, has been elected President of the Worcestershire Law Society. Mr. Hill was admitted in Easter, 1861.

MR. ANTHONY TEMPLE (of the firm of Temple & Philipin), solicitor, of Kingston, Herefordshire, has been elected President of the Herefordshire Incorporated Law Society. Mr. Temple was admitted in Easter, 1858. He is clerk to the magistrates, clerk to the union, registrar of the

county court, clerk to the Commissioners of Taxes, under-sheriff for Herefordshire, and a commissioner for oaths.

Mr. JAMES WILLIAM MCCRAITH (of the firm of Maples & McCraith), solicitor, of Nottingham, has been elected President of the Nottingham Incorporated Law Society. Mr. McCraith was admitted in Easter, 1874. He is vice-consul for France, consul for Uruguay, notary public, and a commissioner for oaths.

Mr. ALRED POPE, solicitor, of Dorchester, has been elected President of the Dorchester Law Society. Mr. Pope was admitted in October, 1867.

Mr. F. A. BOSANQUET, Q.C., has been appointed Recorder of Wolverhampton.

Mr. R. H. AMPHLETT, barrister, has been appointed Recorder of Worcester.

Mr. HENRY PHILIP MARKHAM (of the firm of Markhams), solicitor, of Northampton, has been elected President of the Northamptonshire Law Society. Mr. Markham was admitted in Hilary, 1839. He is clerk of the peace for the county of Northampton, a commissioner for oaths, and a perpetual commissioner.

Colonel EDWIN HUGHES, M.P., solicitor, of 6, Lancaster-place, Strand, W.C., and Woolwich and Plumstead, has been elected President of the Kent Law Society. Col. Hughes was admitted in Hilary, 1860. He is solicitor to the Woolwich Local Board of Health, vestry clerk of Plumstead, and a commissioner for oaths.

Mr. JAMES MILLS (of the firm of Crust, Todd, Mills, & Sons), solicitor, of Beverley, has been elected President of the Yorkshire Law Society. Mr. Mills was admitted in Hilary, 1865. He is town clerk, deputy-sheriff for the East Riding, clerk to the borough justices, clerk to the Ottringham Drainage Trust, and a commissioner for oaths.

Mr. ALFRED HERBERT DEBENHAM (of the firm of Thompson & Debenhams), solicitor, of St. Albans, has been elected President of the Hertfordshire Incorporated Law Society. Mr. Debenham is town clerk for St. Albans, and a commissioner for oaths.

Mr. JOHN HARRISON WATTS (of the firm of Watts & Son), solicitor, of Dewsbury, has been elected President of the Dewsbury Law Society. Mr. Watts was admitted in Easter, 1863. He is a commissioner for oaths and a perpetual commissioner.

#### CHANGES IN PARTNERSHIPS.

##### DISSOLUTIONS.

HENRY SALTER DICKINSON and CHARLES JAMES PRIOR, solicitors (Dickinson & Prior), Poole and Bournemouth. Sept. 23. The said Henry Salter Dickinson will henceforth carry on the said business on his own account.

GWILYM CRISTOR JAMES and CHARLES RUSSELL JAMES, solicitors (Gwilym & Charles James), Merthyr Tydfil. Sept. 29.

PHILIP EDWARD MATHER, GEORGE DOUGLASS, and ADOLPHUS HAVERGAL DICKINSON, solicitors (Mather, Cockroft, & Co.), Newcastle-upon-Tyne. Sept. 26. The said Philip Edward Mather and Adolphus Havergal Dickinson will carry on business at the same address, under the style or firm of Mather, Cockroft, & Co. The said George Douglass will carry on business on his own account at 20, Royal-arcade, Newcastle-upon-Tyne.

JOHN KENT NYE, CHARLES GREENWOOD, and THOMAS MORETON, solicitors (Nye, Greenwood, & Moreton), 12, Sergeants'-inn, Temple, E.C., and Albert Institute-chambers, Charles-street, Blackfriars-road. Sept. 30.

JOHN SUTTON SHARPE and GEORGE HENRY WILKINSON, solicitors (Sharp & Wilkinson), Birmingham. Sept. 30. [*Gazette*, Oct. 2.]

RICHARD EDWARD CLARKE and HENRY CHARLES CLARKE, solicitors (Clarke & Sons), Shrewsbury. Sept. 30. [*Gazette*, Oct. 6.]

##### GENERAL.

It is stated that in this week's vacation list there were no petitions for winding up companies, a circumstance unparalleled for a long time past.

Sir Henry Hawkins has arrived in Italy from Aix-les-Bains. His condition continues to improve, but very slowly.

A meeting of the City Council of Birmingham was held on the 2nd inst., to consider the appointment of a coroner in place of the late Mr. Hawkes. It was agreed to pay the new coroner a salary of £1,000 per annum, that sum to include personal expenses and mileage. The appointment is to be made on December 1. In the meantime the council appointed Mr. Joseph Ansell, deputy-coroner of North Warwickshire, to be deputy-coroner of the city.

Mr. George Mercer, town clerk of the borough of Deal and county coroner, committed suicide on Tuesday by shooting himself in his bed-room with a revolver. Mr. Mercer was a member of the firm of Mercer, Edwards, & Co., solicitors, and had an extensive practice in the neighbourhood. Financial troubles had affected Mr. Mercer so much that he was almost prostrate, and on Thursday week his resignation was accepted as clerk of the Walmer Local Board.

The death is announced of Mr. Frederick Bodenham, solicitor, of Hereford, and Clerk of the Peace of Hereford. For some time past Mr. Bodenham had been in failing health, and had been from home for a change of air, but a fortnight ago returned to Hereford. On the following day he attended a meeting of a committee of the county council at the Shirehall, which was the last public duty he performed.

An Order in Council, dated the 26th of September, 1891, directs that (1) the county of Sussex shall be divided into four districts for coroners' purposes; (2) the said four districts shall be named respectively "The Rye Coroner's District"; "The Lewes Coroner's District"; "The Horsham Coroner's District"; and "The Chichester Coroner's District"; and the said districts shall respectively comprise the several parishes and places, and have the boundaries prescribed and mentioned in that behalf in the schedule to the order.

## COURT PAPERS.

### MICHAELMAS SITTINGS, 1891.

#### COURT OF APPEAL.

##### APPEAL COURT, I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division Sitting in Bankruptcy.

Sat., Oct. 24 { App motns ex pte—orgl  
mots — apps from ords  
made on interlocutory mots

Monday ..... 26 { Q B final apps

Tuesday ..... 27 { Q B final apps

Wed. .... 28 { Q B final apps

Thursday ..... 29 { Q B final apps

Friday ..... 30 { Q B final apps

Saturday ..... 31 { Q B final apps

Mon., Nov. 2 { App motns ex pte—orgl  
mots — apps from ords  
made on interlocutory mots  
and Q B final apps if re-  
quired

Tuesday ..... 3 { Q B final apps

Wed. .... 4 { Q B final apps

Thursday ..... 5 { Q B final apps

Friday ..... 6 { Q B final apps

Saturday ..... 7 { Q B final apps

Monday ..... 9 { App motns ex pte—orgl  
mots — apps from ords  
made on interlocutory mots  
and Q B final apps if re-  
quired

Tuesday ..... 10 { Q B final apps

Wed. .... 11 { Q B final apps

Thursday ..... 12 { Q B final apps

Friday ..... 13 { Q B final apps

Saturday ..... 14 { Q B final apps

Monday ..... 16 { App motns ex pte—orgl  
mots — apps from ords  
made on interlocutory mots  
and Q B final apps if re-  
quired

Tuesday ..... 17 { Q B final apps

Wed. .... 18 { Q B final apps

Thursday ..... 19 { Q B final apps

Friday ..... 20 { Q B final apps

Saturday ..... 21 { Q B final apps

Monday ..... 23 { App motns ex pte—orgl  
mots — apps from ords  
made on interlocutory mots  
and Q B final apps if re-  
quired

Tuesday ..... 24 { Q B final apps

Wed. .... 25 { Q B final apps

Thursday ..... 26 { Q B final apps

Friday ..... 27 { Q B final apps

Saturday ..... 28 { Q B final apps

Monday ..... 30 { App motns ex pte—orgl  
mots — apps from ords  
made on interlocutory mots  
and Q B final appeals if  
required

Tues., Dec. 1 { Q B final apps

Wed. .... 2 { Q B final apps

Thursday ..... 3 { Q B final apps

Friday ..... 4 { Q B final apps

Saturday ..... 5 { Q B final apps

Monday ..... 7 { App motns ex pte—orgl  
mots — apps from ords  
made on interlocutory mots  
and Q B final appeals if  
required

Tuesday ..... 8 { Q B final apps

Wed. .... 9 { Q B final apps

Thursday ..... 10 { Q B final apps

Friday ..... 11 { Q B final apps

Saturday ..... 12 { Q B final apps

Monday ..... 14 { App motns ex pte—orgl  
mots — apps from ords  
made on interlocutory mots  
and Q B final appeals if  
required

Tuesday ..... 15 { Q B final apps

Wed. .... 16 { Q B final apps

Thursday ..... 17 { Q B final apps

Friday ..... 18 { Q B final apps

Saturday ..... 19 { Q B final apps

Monday ..... 21 { App motns ex pte—orgl  
mots — apps from ords  
made on interlocutory mots  
and Q B final appeals if  
required

N.B.—Admiralty Appeals (with Assessors) will be taken on days to be appointed by the court.

SPECIAL NOTICE.—The Queen's Bench final appeals will be taken as stated in the above order of business, but subject to the New Trial Paper, which will be taken on days to be appointed by the court, notice of which will be published on the Daily Cause List.

##### APPEAL COURT, II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts.

Sat., Oct. 24 { App motns ex pte—orgl  
mots — apps from ords made  
on interlocutory mots (sep  
list)

Monday ..... 26 { Chan final apps

Tuesday ..... 27 { App motns ex pte—orgl  
mots — apps from ords made  
on interlocutory mots (sep  
list) and Chan final apps if  
required

Wed. .... 28 { County Palatine apps (if  
any) and Chan final apps

Thursday ..... 29 { Chan final apps

Friday ..... 30 { Chan final apps

Saturday ..... 31 { Chan final apps

Mon., Nov. 2 { App motns ex pte—orgl  
mots — apps from ords made  
on interlocutory mots (sep  
list) and Chan final apps if  
required

Tuesday ..... 3 { County Palatine apps (if  
any) and Chan final apps

Wednesday ..... 4 { Chan final apps

Thursday ..... 5 { Chan final apps

Friday ..... 6 { Chan final apps

Saturday ..... 7 { Chan final apps

Monday ..... 9 { App motns ex pte—orgl  
mots — apps from ords made  
on interlocutory mots (sep  
list) and Chan final apps if  
required

Tuesday ..... 10 { Chan final apps

Wednesday ..... 11 { Chan final apps

Thursday ..... 12 { Chan final apps

Friday ..... 13 { Chan final apps

Saturday ..... 14 { Chan final apps

Monday ..... 16 { App motns ex pte—orgl  
mots — apps from ords made  
on interlocutory mots (sep  
list) and Chan final apps if  
required

Tuesday ..... 17 { Chan final apps

Wednesday ..... 18 { Chan final apps

Thursday ..... 19 { Chan final apps

Friday ..... 20 { Chan final apps

Saturday ..... 21 { Chan final apps

Monday ..... 23 { App motns ex pte—orgl  
mots — apps from ords made  
on interlocutory mots (sep  
list) and Chan final apps if  
required

Tuesday ..... 24 { Chan final apps

Wednesday ..... 25 { Chan final apps

Thursday ..... 26 { Chan final apps

Friday ..... 27 { Chan final apps

Saturday ..... 28 { Chan final apps

Monday ..... 30 { App motns ex pte—orgl  
mots — apps from ords made  
on interlocutory mots (sep  
list) and Chan final apps if  
required

Tuesday ..... 31 { Chan final apps

Mon., Nov. 2 { App motns ex pte—orgl  
mots — apps from ords made  
on interlocutory mots (sep  
list) and Chan final apps if  
required

Tuesday ..... 3 { Chan final apps



Wed. ....16 (App motns ex pte—orgl  
motns, apps from ords made  
on interlocutory motns (sep  
list) and Chan final apps if  
required)

Thursday ....17

Friday ....18 Chan final apps

Saturday ....19

Monday ....21

N.B.—Lunacy Petitions (if any) are taken  
in Appeal Court II. on every Monday  
at Eleven until further notice.

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

## CHANCERY COURT, I.

## MR. JUSTICE CHITTY.

Sat., Oct. 24. Motns

Monday ....25 Sitting in chambers

Tuesday ....26

Wed. ....27 Non wit list

Thursday ....28

Friday ....29 Mot and non wit list

Saturday ....30 Sht caus, procedure  
sums, opposed pets, and  
non wit list

Mon., Nov. 2. Sitting in chambers

Tuesday ....3

Wednesday ....4 Non wit list

Thursday ....5

Friday ....6 Mot and non wit list

Saturday ....7 Pets, sht caus, opposed  
sums, procedure sums, and  
non wit list

Monday ....9 Sitting in chambers

Tuesday ....10

Wednesday ....11 Causes with wits

Thursday ....12

Friday ....13 Mot and non wit list

Saturday ....14 Pets, sht caus, procedure  
sums, opposed pets, and  
non wit list

Monday ....16 Sitting in chambers

Tuesday ....17

Wednesday ....18 Causes with wits

Thursday ....19

Friday ....20 Mot and non wit list

Saturday ....21 Pets, sht caus, opposed  
sums, procedure sums, and  
non wit list

Monday ....23 Sitting in chambers

Tuesday ....24

Wednesday ....25 Causes with wits

Thursday ....26

Friday ....27 Mot and non wit list

Saturday ....28 Pets, sht caus, procedure  
sums, opposed pets, and  
non wit list

Monday ....30 Sitting in chambers

Tues., Dec. 1

Wed. ....2 Non wit list

Thursday ....3

Friday ....4 Mot and non wit list

Saturday ....5 Pets, sht caus, opposed  
sums, procedure sums, and  
non wit list

Monday ....7 Sitting in chambers

Tuesday ....8

Wed. ....9 Non wit list

Thursday ....10

Friday ....11 Mot and non wit list

Saturday ....12 Pets, sht caus, procedure  
sums, opposed pets, and  
non wit list

Monday ....14 Sitting in chambers

Tuesday ....15

Wed. ....16 Non wit list

Thursday ....17

Friday ....18 Mot and non wit list

Saturday ....19 Pets, sht caus, procedure  
sums, opposed pets, and  
non wit list

Monday ....21 Sitting in chambers

Any cause intended to be heard as a short  
cause must be so marked in the cause  
book at least one clear day before the  
same can be put in the paper to be so  
heard. Two copies of minutes of the  
proposed judgment or order must be left  
in court with the judge's clerk one clear  
day before the cause is to be put in the  
paper.

N.B.—In the weeks when non-witness  
actions are taken, further considerations  
will be taken on Tuesdays. In the weeks  
when witness actions are taken, further  
considerations will not be taken on Tues-  
days, but may be taken on Saturdays.

N.B.—The following Papers on Further  
Consideration are required for the use of  
the Judge, viz.—Two Copies of Minutes  
of the proposed Judgment or Order, 1  
Copy Pleadings, and 1 Copy Chief Clerk's  
Certificate, which must be left in Court  
with the Judge's Clerk one clear day  
before the Further Consideration is ready  
to come into the paper.

## CHANCERY COURT, II.

## MR. JUSTICE NORTH.

Mon., Oct. 26. Sitting in chambers

Tuesday ....27 Mot and adj sums

Wed. ....28

Thursday ....29 Adj sums and gen pa

Friday ....30 Mot and adj sums

Saturday ....31 Sht caus, pets, and adj sum

Mon., Nov. 2. Sitting in chambers

Tuesday ....3

Wed. ....4 General paper

Thursday ....5

Friday ....6 Mot and adj sums

Saturday ....7 Sht caus, pets, and adj sum

Monday ....9 Sitting in chambers

Tuesday ....10

Wed. ....11 General paper

Thursday ....12

Friday ....13 Mot and adj sums

Saturday ....14 Sht caus, pets, and adj sum

Monday ....16 Sitting in chambers

Tuesday ....17

Wed. ....18 General paper

Thursday ....19

Friday ....20 Mot and adj sums

Saturday ....21 Sht caus, pets, and adj sum

Monday ....23 Sitting in chambers

Tuesday ....24

Wed. ....25 General paper

Thursday ....26

Friday ....27 Mot and adj sums

Saturday ....28 Sht caus, pets, and adj sums

Monday ....30 Sitting in chambers

Tues., Dec. 1

Wed. ....2 General paper

Thursday ....3

Friday ....4 Mot and adj sums

Saturday ....5 Sht caus, pets, and adj sum

Monday ....7 Sitting in chambers

Tuesday ....8

Wed. ....9 General paper

Thursday ....10

Friday ....11 Mot and adj sums

Saturday ....12 Sht caus, pets, and adj sum

Monday ....14 Sitting in chambers

Tuesday ....15

Wed. ....16 General paper

Thursday ....17

Friday ....18 Mot and adj sums

Saturday ....19 Sht caus, pets, and adj sum

Monday ....21 Sitting in chambers

Any cause intended to be heard as a short  
cause must be so marked in the cause  
book at least one clear day before the  
same can be put in the paper to be so  
heard. Two copies of minutes of the  
proposed judgment or order must be left  
in court with the judge's clerk the day  
before the cause is to be put in the paper.

## LORD CHANCELLOR'S COURT.

## MR. JUSTICE STIRLING.

Sat., Oct. 24. Motns

Monday ....25 Mot continued & gen pa

Tuesday ....26

Wed. ....27 General paper

Thursday ....28

Friday ....29 Mot, adj sums, and gen pa

Saturday ....30 Sht caus, pets, adj sums,  
& gen pa

Mon., Nov. 2. Sitting in chambers

Tuesday ....3

Wed. ....4 General paper

Thursday ....5

Friday ....6 Mot, adj sums, and gen pa

Saturday ....7 Sht caus, pets, adj sums,  
& gen pa

Monday ....9 Sitting in chambers

Tuesday ....10

Wed. ....11 General paper

Thursday ....12

Friday ....13 Mot, adj sums, and gen pa

Saturday ....14 Sht caus, pets, adj sums,  
& gen pa

Monday ....16 Sitting in chambers

Tuesday ....17

Wed. ....18 General paper

Thursday ....19

Friday ....20 Mot, adj sums, and gen pa

Saturday ....21 Sht caus, pets, adj sums,  
& gen pa

Monday ....23 Sitting in chambers

Tuesday ....24

Wed. ....25 General paper

Thursday ....26

Friday ....27 Mot, adj sums, and gen pa

Saturday ....28 Sht caus, pets, adj sums,  
& gen pa

Monday ....30 Sitting in chambers

Tues., Dec. 1

Wed. ....2 General paper

Thursday ....3

Friday ....4 Mot, adj sums, and gen pa

Saturday ....5 Sht caus, pets, adj sums,  
& gen pa

Monday ....7 Sitting in chambers

Tuesday ....8

Wed. ....9 General paper

Thursday ....10

Friday ....11 Mot, adj sums, and gen pa

Saturday ....12 Sht caus, pets, adj sums,  
& gen pa

Monday ....14 Sitting in chambers

Tuesday ....15

Wed. ....16 General paper

Thursday ....17

Friday ....18 Mot, adj sums, and gen pa

Saturday ....19 Sht caus, pets, adj sums,  
& gen pa

Monday ....21 Sitting in chambers

Any cause intended to be heard as a short  
cause must be so marked in the cause  
book at least one clear day before the  
same can be put in the paper to be so

heard, and the necessary papers, includ-  
ing minutes of the proposed judgment or  
order must be left with the judge's clerk  
one clear day before the cause is to be  
put into the paper.

## CHANCERY COURT, IV.

## MR. JUSTICE KEKEWICH.

Sat., Oct. 21. Motns

Monday ....22

Tuesday ....23 General paper

Wed. ....24

Thursday ....25

Friday ....26 Mot and adj sums

Saturday ....27 Sht caus, pets, & adj sums

Monday ....28 Sitting in chambers

Tuesday ....29

Wed. ....30 Mot and adj sums

Thursday ....31 Sht caus, pets, & adj sums

Mon., Nov. 2. Sitting in chambers

Tuesday ....3

Wed. ....4 General paper

Thursday ....5

Friday ....6 Mot and adj sums

Saturday ....7 Sht caus, pets, & adj sums

Monday ....9 Sitting in chambers

Tuesday ....10

Wed. ....11 General paper

Thursday ....12

Friday ....13 Mot and adj sums

Saturday ....14 Sht caus, pets, & adj sums

Monday ....16 Sitting in chambers

Tuesday ....17

Wed. ....18 General paper

Thursday ....19

Friday ....20 Mot and adj sums

Saturday ....21 Sht caus, pets, & adj sums

Monday ....23 Sitting in chambers

Tuesday ....24

Wed. ....25 General paper

Thursday ....26

Friday ....27 Mot and adj sums

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

FOULGER.—Oct. 3, at The Yews, Glenegle-road, Streatham, the wife of H. B. W. Foulger,  
of Falcon-court, Fleet-street, solicitor, of a son.

LOWE.—Oct. 2, at 15, Lynedoch-place, Edinburgh, the wife of William D. Lowe, Writer  
to the Signet, of a daughter.

WHITE.—Oct. 6, at 36, Telworth-square, Chelsea, S.W., the wife of Frederic White,  
barrister-at-law, of a daughter.

## MARRIAGES.

MORRIS-BIDLAKE.—Sept. 24, at Holy Trinity Church, Shrewsbury, Samuel Meeson  
Morris, of Shrewsbury, solicitor, to Mary Frances, only daughter of the late John Bid-  
lake, of Wellington, Salop, solicitor.

SANDERSON-FLETCHER.—Sept. 29, at St. Peter's, Woolton, near Liverpool, Lancelot  
Sanderson, of the Inner Temple, barrister-at-law, to Edith Mabel, elder daughter of  
Alfred Fletcher, J.P., D.L., of Allerton, near Liverpool.

HOSKING-LEWIS.—Oct. 6, at St. Colum Minor Church, by the Rev. N. N. Lewarne  
(brother of the bride), assisted by the Rev. J. Broad Bado, vicar, Edgar Hosking,  
of Liverpool, solicitor, to Louise Lewarne, of St. Colum Minor, Newquay, Cornwall.

WOODCOCK-GWYN.—At the Church of St. Mary the Virgin, Primrose-hill, Hubert Bayley  
Drysdale Woodcock, of the Middle Temple, to Charlotte (Lottie) Simpson, only daughter  
of the late George Boyce and Eliza Gwyn, of 51, Belzize-road, N.W.

## DEATHS.

BODENHAM.—Sept. 29, at his residence, Elmhurst, Hereford, Frederick Bodenham, Clerk of  
the Peace for the City of Hereford, aged 56.

COTTON.—Sept. 30, at Burgos, Spain, William Cotton, solicitor, of the firm of Coope, King-  
don, & Cotton, 34, Bedford-row, London.

HOLMES.—Oct. 4, at 33, Islop-street, Kenilworth-town, Thomas John Holmes, solicitor, of 4,  
North-buildings, Eldon-street, Finsbury, E.C., aged 61.

LIFFE.—Oct. 5, at 65, Harcourt-terrace, South Kensington, John Liffe, of 2, Bedford-row,  
solicitor, aged 92.

KNOX.—Oct. 5, at 125, Victoria-street, S.W., Alexander Knox, Esq., late Metropolitan  
Magistrate at Marlborough-street Police Court.

PHILLIPS.—Sept. 30, at 4, Park-terrace, Windsor, Charles Thomas Phillips, solicitor, aged  
62.

SAUNDERS.—Sept. 16, at British Honduras, Wm. Edgar Saunders, barrister-at-law, and  
Private Secretary to the Governor, aged 34.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting  
a house have the Sanitary arrangements thoroughly examined by an expert from The  
Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, West-  
minster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, Oct. 2.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

DIVISADERO GOLD AND SILVER MINING CO. LIMITED—Ptn for winding up, presented Oct  
2, directed to be heard before June, J., on Wednesday, Oct. 14. Phelps & Co, Gresham  
st, solors for ptners. Notice of appearing must reach the abovenamed not later than 6  
o'clock in the afternoon of Oct 13

SEACOMBE AND NEW BRIGHTON OMNIBUS CO. LIMITED—Creditors are required, on or  
before Nov 14, to send their names and addresses, and the particulars of their debts or  
claims, to David Meek, at the office of Mr. William Knox, 6, Lord st, Liverpool. Ayrton  
& Co, Liverpool, solors for liquidator

SILVER BELL MINING AND SHELTING CO. LIMITED—Ptn for winding up, presented Sept 26,  
directed to be heard on Wednesday, Oct 14. Thorneycroft & Willis, Chancery lane,  
solors for ptner. Notice of appearing must reach the abovenamed not later than 6  
o'clock in the afternoon of Oct 13

WALLACEY THAMWAYS CO. LIMITED—Creditors are required, on or before Nov 14, to send  
their names and addresses, and the particulars of their debts or claims, to Thomas  
Wright, at the office of Mr. William Knox, 6, Lord st, Liverpool. Ayrton & Co, Liver-  
pool, solors for liquidator

## FRIENDLY SOCIETY DISSOLVED.

WAKEFIELD UNITY FRIENDLY SOCIETY, Commercial Inn, Thorne's Land, Wakefield, York.  
Sept 28

London Gazette.—TUESDAY, Oct. 6.

# JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**BELMONT CO. LIMITED**—Creditors are required, on or before Nov 21, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Whitaker, 86, King st, Manchester.

**INSTITUTE OF MEDICAL ELECTRICITY, LIMITED**—Creditors are required, on or before Oct 31, to send their names, addresses, and particulars of their debts and claims, to John Walter Biggs, 12, Delahay st, Westminster.

**J. T. MARSHALL & CO. LIMITED**—Creditors are required, on or before Nov 2, to send their names and addresses, and the particulars of their debts or claims, to George Mellors, 1, King John's chambers, Bridlesmith gate, Nottingham.

## FRIENDLY SOCIETIES DISSOLVED.

**COLEFORD WOMEN'S SICK PROVIDENT SOCIETY**, British Schoolroom, Coleford, Gloucester. Sept 30.

**SEALMAKERS' FRIENDLY TONTINE SOCIETY**, St. Columba's Church Schools, Pleasant st, Liverpool. Sept 30.

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Oct. 6.

**SMYTHE, MARGARETTA ELIZABETH**, Wavertree, near Liverpool. Nov 2. Hughes v Smythe, Registrar, Liverpool. Newman, Liverpool.

### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Oct. 2.

**ARBON, ELIZABETH**, Gt Yarmouth Oct 12 Burton & Son, Gt Yarmouth

**BARTHOLOMEW, ANN SHEPPARD**, Brunswick pl, City rd Nov 2 Humphreys & Co, Giltspur chhrs, Holborn Viaduct

**BROWN, SAMUEL**, Leeds, Gent Nov 20 Tennant & Co, Leeds

**CALEY, JOHN WILLIAM**, Norwich, Silk Mercer Nov 7 I B Coaks & Co, Norwich

**CARTWRIGHT, THOMAS**, Heath Town, Staffs, Yeoman Nov 10 Court & Perry, Wolverhampton

**CASTLE, JOSEPH**, Mildmay grove, Mildmay pk, Timber Merchant Oct 31 Ward & Co, Gracechurch st

**CLARK, JOHN**, Giamburne, Yorks, retired Innkeeper Nov 7 Robinson & Sons, Clitheroe

**COATES, ANNE**, Ashford, Kent Nov 2 Hallett & Co, Ashford

**COLLINS, ELIZA**, Kirkley, Suffolk Nov 7 Cozens-Hardy, Norwich

**CUSLIFFE, DOROTHY ANN**, Sowerby Bridge, Halifax Oct 31 Jubb & Co, Halifax

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Oct. 2.

### RECEIVING ORDERS.

**ANN, FRANK WILLIAM**, Malvern Link, Gent Worcester Pet Sept 28 Ord Sept 28

**ARCHER, JOHN CHAPMAN**, Rottingdean, Sussex, no occupation Brighton Pet Sept 30 Ord Sept 30

**ATKEY, EDWARD**, Newport, I.W., Painter Newport Pet Sept 28 Ord Sept 28

**BRICKNELL, AUGUSTUS LEA**, Evenlode, Worcs, Dairyman Cheltenham Pet Sept 10 Ord Sept 29

**CARTER, F**, late Silverthorne rd, Battersden, Horse Dealer High Court Pet July 27 Ord Sept 28

**CORNALL, A RICHARD BLIZARD**, Lordship rd, Stoke Newington, Insurance Agent Edmonton Pet July 10 Ord Sept 29

**DAVIES, HARRIET**, Mountain Ash, Glam, Draper Aberdare Pet Sept 29 Ord Sept 29

**DAVIS, HORACE JAMES**, Oxford, Fishmonger Oxford Pet Sept 28 Ord Sept 28

**DENTON, JAMES, WALTER DENTON, and JOSEPH DENTON**, Dewsbury, Woollen Manufacturers Dewsbury Pet Sept 28 Ord Sept 28

**DRIVER, EDWARD HORACE**, Stamford st, Actor Leicester Pet Sept 28 Ord Sept 28

**DUDLEY, WILLIAM PERCY**, Porth, Glam, Outfitter Pontypridd Pet Sept 28 Ord Sept 28

**EVANS, ELIAS**, Pulborough, Sussex, Farmer Brighton Pet Sept 28 Ord Sept 28

**FEAR, EDWIN SAMUEL**, Bristol, Commercial Traveller Bristol Pet Sept 28 Ord Sept 29

**FLOOD, HENRY**, the younger, Wisbech, Cambs, Baker King's Lynn Pet Sept 29 Ord Sept 29

**FRAMPTON, WILLIAM FRANCIS GORDON**, Churchdown, Glos, Wine Merchant Gloucester Pet Sept 28 Ord Sept 28

**GARETT, JOSEPH**, Hainault rd, Leytonstone, Manufacturer's Warehouseman High Court Pet Sept 30 Ord Sept 30

**GREEN, WILLIAM FREDERICK**, Coventry, Commission Agent Coventry Pet Sept 28 Ord Sept 28

**GUNBY, WILLIAM**, Leicester, Leather Dealer Leicester Pet Sept 17 Ord Sept 28

**HARRISON, THOMAS**, Margate, Carpenter Canterbury Pet Sept 28 Ord Sept 28

**HEADLEY, THOMAS**, Leicester, Fish Dealer Leicester Pet Sept 28 Ord Sept 29

**JONES, DANIEL**, Llandovery, Carmarthenshire, Horse Dealer Carmarthen Pet Sept 28 Ord Sept 28

**KIRK, GEORGE HENRY**, Nottingham, Painter Nottingham Pet Sept 30 Ord Sept 30

**KOTCHIE, F W**, Copthall chambers, Copthall crt, Company Promoter High Court Pet Sept 2 Ord Sept 30

**LANGLEY, JAMES**, Maidce, Newport, Mon, Insurance Agent Newport, Mon Pet Sept 28 Ord Sept 28

**LEWIS, JOHN**, Pontre, Glam, Painter Pontypridd Pet Sept 28 Ord Sept 28

**LEWIS, PRICE**, Llanddow and Llangurig, Montgomery, Farmer Newtown Pet Sept 29 Ord Sept 29

**MALTSBY, GILBERT**, Darton, nr Barnsley, Storekeeper York Pet Sept 10 Ord Sept 28

**MILBURN, TOM**, Stalybridge, Lancs, Gent Stalybridge Pet Sept 7 Ord Sept 24

**MILES, CHARLES EDWARD**, Barry, Glam, Ship Broker Cardiff Pet Sept 29 Ord Sept 29

**OWEN, HOWLAND**, Colwyn Bay, Denbighshire, Mason Bangor Pet Sept 30 Ord Sept 30

**OWEN, WILLIAM**, South Kensington, Works Manager High Court Pet Sept 9 Ord Sept 30

**PETTITT, CHARLES EDWIN**, Astilleros del Nervion, Bilbao, Spain, Photographer High Court Pet Sept 29 Ord Sept 29

**PRICE, ALFRED**, Wimbledon, Surrey, formerly Draper Kingston Pet Sept 21 Ord Sept 21

**PURCELL, DAVID**, and WILLIAM PURCELL, Potter's Bar, Builders Barnet Pet Sept 30 Ord Sept 30

**RANDLE, GEORGE**, Canterbury rd, Kilburn, Ironmonger High Court Pet Sept 9 Ord Sept 30

**RIACH, HUGH HEUGH**, late Gt Winchester st, Esq High Court Pet Sept 11 Ord Sept 30

**RICHARDSON, JONATHAN WALTER**, late Chesham mansions, Pont at High Court Pet Aug 27 Ord Sept 30

**SENIOR, JOSEPH FREDERICK**, Sheffield, formerly Grocer Sheffield Pet Sept 30 Ord Sept 30

**SMITH, JAMES**, St Leonard's on Sea, Gardener Hastings Pet Sept 28 Ord Sept 28

**SMITH, WILLIAM**, Birmingham, Brewer Birmingham Pet Sept 11 Ord Sept 29

**STRAFFORD, JOSEPH**, Darlington, late Innkeeper Stockton on Tees and Middlesbrough Pet Sept 28 Ord Sept 28

**TIDHAM, WILLIAM SAMUEL**, Hunstanton, Norfolk, Innkeeper King's Lynn Pet Sept 29 Ord Sept 29

**TOPHAM, FRED**, Gt Horton, Bradford, Egg Merchant Bradford Pet Sept 30 Ord Sept 30

**TURNBULL, WILLIAM**, Gilegate Moor, St Giles, Durham, Innkeeper Newcastle on Tyne Pet Sept 30 Ord Sept 30

**TURNER, CHARLES**, Huddersfield, Tea Merchant Huddersfield Pet Sept 30 Ord Sept 30

**TYZACK, JAMES HENRY**, Leeds, Grocer Leeds Pet Sept 24 Ord Sept 29

**VAN DEN BERG, GEORGE MAURICE**, Bristol, Lodging house Keeper Bristol Pet Sept 26 Ord Sept 28

**WHITE, THOMAS**, Holsworthy, Devon, Carriage Builder Barnstaple Pet Sept 10 Ord Sept 28

**YOUNG, ROBERT**, Hyde, Cheshire, Financial Agent, Ashton under Lyne and Stalybridge Pet Sept 29 Ord Sept 28

The following amended notice is substituted for that published in the London Gazette, Sept. 11.

**TOMLINSON, JOSEPH**, Birtown in Furness, Grocer Birtown in Furness Pet Sept 7 Ord Sept 7

### FIRST MEETINGS.

**ATKEY, EDWARD**, Newport, I W, Painter Oct 19 at 1.30 Holyrood chambers, Newport, I W

**BATTING, SIDNEY**, Exeter, Baker Oct 10 at 11 Off Rec, 13, Bedford cir, Exeter

**DAVIES, THOMAS GEORGE DAVID**, Hatton gdn, Surgeon Oct 30 Myer, New Bridge st

**DOID, EDWIN**, Manchester, Provision Merchant Nov 3 Thomson, Manchester

**DOUGLAS, KEVAN**, Birkenhead, Gent Oct 31 Bateson & Co, Liverpool

**EDMONDS, FRANCES CAROLINE**, Bath Oct 31 Longbourne & Co, Lincoln's inn fields

**FULLEE, FRANCIS**, Roseford terr, Shepherd's Bush, Gent Nov 1 Conyns, Gracechurch st

**GAZE, BETSY ANN**, Gloucester Oct 28 Grimes, Gloucester

**GROVES, JOHN**, Harrogate, Gent Oct 26 Hirst & Capes, Harrogate

**HALL, SARAH**, Rutland st, South Kensington Oct 31 Hogan & Hughes, Martin's lane, Cannon st

**JEPSON, JAMES**, Manchester, Grandrelle Doubler Dec 10 Hewitt & Co, Manchester

**JONES, CORNELIUS PRYCE**, Cwmberlan, Kerry, Montgomery, Farmer Oct 24 Talbot & Watkins, Newtown

**KENDALL, WILLIAM JOHN**, Bessborough pl, Pimlico, Job Master Nov 10 Flegg & Son, Laurence Pountney hill

**MAYOR, JANE**, Sharples, nr Bolton Nov 16 Dowling & Co, Bolton

**MILLING, DAVID**, Harrogate, Gent Oct 26 Hirst & Capes, Harrogate

**MOLYNEUX, JOSEPH**, Sutton, St Helen's, out of business Nov 14 Ansdell & Eccles, St Helen's

**PAGNAM, JOHN**, South Shore, Blackpool, Gent Oct 31 Blackhurst, Preston

**PORTER, DAVID KENNEDY**, Cornwall ter, Regent's Park Jan 31 Budd & Co, Austinfriars

**POTTER, ROBERT HUTTON**, East Boldon, Durham, Shipowner Nov 14 Black & Fisher, New Inn, Strand

**RIDGE, HENRY**, Bournemouth, Esq Nov 11 Venning & Co, Old Broad st

**SHEPARD, HENRY CHARLES**, Raglan, Mon, Surgeon Dec 1 Bythway & Son, Pontypool

**SHEPHERD, JAMES**, Lancaster gate, Hyde park Nov 6 Pearce, Abchurch yard

**SMYTHE, ADRIAN**, High st, Putney, Photographer Oct 28 Crawshaw, Richmond, Surrey

**SOLOMON, HENRY**, Kensington Palace gardens, Esq Oct 30 Myer, New Bridge st

**SPENCE, CHARLES BELL**, Copmanthorpe, nr York, Veterinary Surgeon Nov 12 Tennant & Co, Leeds

**TAYLOR, JAMES DUBREANS**, Huddersfield, Iron Merchant Nov 3 Hall & White, Huddersfield

**TAYLOR, THOMAS**, New Bolingbroke, Lincs, Builder Oct 14 Waite & Co, Boston

**THAW, MARGARET**, Newcastle on Tyne Nov 2 Clark & Robson, Newcastle on Tyne

**THAW, THOMAS**, Newcastle on Tyne, Engineer Nov 2 Clark & Robson, Newcastle on Tyne

**WHITTAKER, JONATHAN**, Manchester, Brush Manufacturer Nov 2 Challinor, Manchester

**WILLIAMS, JOSEPH**, Runcorn, Chester Oct 31 Lake, Runcorn

**WILSON, JAMES**, Cleckheaton, Yorks, Machine Maker Nov 1 Douthwaite and Waddington, Cleckheaton and Bradford

**WREY, CHARLES JOSEPH**, Tongway, retired Captain R.N., and J.P. Nov 2 Griffith & Gardiner, Old Serjeant's inn

**WRIGHT, JAMES**, Holbeck, nr Windermere, Esq Oct 31 Grundy & Co, Manchester

**BEER, WILLIAM HENRY**, and FREDERICK FINLAY, Silver st, Wood st, Boot Manufacturers Oct 13 at 11 Bankruptcy bldg, Portugal st, Lincoln's inn

**BENNS, JOHN GODBOLD**, Gt Yarmouth, Publican Oct 19 at 10.30 Lovewell Blake's Office, Gt Yarmouth

**BROWN, CHARLES EDWARD**, Hereford, Linc Licensed Victualler Oct 9 at 10 2 Offa st, Hereford

**BULKLEY, W P F**, Redcliffe grdns, South Kensington Oct 12 at 11 38, Carey st, Lincoln's inn

**CLARKE, HENRY JAMES**, Hereford, Tobaccoist Oct 9 at 10 2, Offa st, Hereford

**CRAIG, THOMAS WILLIAM**, Cleckheaton, Yorks, Plumber Oct 9 at 11 Off Rec, 31, Manor row, Bradford

**CROAKER, ALFRED WILLIAM**, Fulham rd, Auctioneer Oct 13 at 1 Bankruptcy bldg, Portugal st, Lincoln's inn fields

**CROSS, THOMAS CHARLES**, Lambeth hill, Queen Victoria st, Printer Oct 13 at 12 Bankruptcy bldg, Portugal st, Lincoln's inn fields, London

**DRIVER, EDWARD HORACE**, Stamford st, Actor Oct 13 at 12 Off Rec, 34, Friar lane, Leicester

**GRAHAM, FREDERIC**, Manchester, Manufacturer's Agent Oct 12 at 2.30 Ogden's chambers, Bridge st, Manchester

**GUNBY, WILLIAM**, Leicester, Leather Dealer Oct 19 at 12 Off Rec, 34, Friar lane, Leicester

**GUY, FREDERICK**, Newport, I.W., Wheelwright Oct 19 at 2 Holyrood chambers, Newport

**HEADLEY, THOMAS**, Leicester, Fish Dealer Oct 16 at 12 Off Rec, 34, Friar lane, Leicester

**HEDGES, JAMES**, Mill Hill rd, Acton, Builder Oct 9 at 12 Off Rec, 35, Temple chambers, Temple avenue

**HOPLAND, H**, late Green lanes, Stoke Newington, Gent Oct 13 at 11 33, Carey st, Lincoln's inn

**JONES, DANIEL**, Llandovery, Carmarthenshire, Horse Dealer Oct 10 at 11 Off Rec, 11, Quay st, Carmarthen

**JORDAN, HENRY**, Mountain Ash, Glam, Boot Maker Oct 9 at 12 Off Rec, Merthyr Tydfil

**LANGLEY, JAMES**, Maidce, Newport, Mon, Insurance Agent Oct 13 at 12 Off Rec, Gloucester Bank chambers, Newport, Mon

**PEADON, JOHN FLYER**, and ARTHUR FREDERICK PEADON, Long Eaton, Derbyshire, formerly Lace Manufacturers Oct 9 at 3.30 Off Rec, St. James's chambers, Derby

**POUND, ALFRED JOHN**, Wroxall, I. W., Barrister at law Oct 16 at 2.30 Commercial Hot l. High st, Ventnor, I W

**REES, JOHN**, Swansea, Shipbroker Oct 13 at 2.30 Off Rec, 87, Oxford st, Swansea

**ROWBOTTOM, FREDERICK**, Pendleton, Lancs, formerly Builder Oct 9 at 2.30 Ogden's chambers, Bridge st, Manchester

**RIDGERS, ALBERT**, Ryde, I W, Butcher Oct 19 at 1 Holyrood chambers, Newport, I W

**SOFTER, ALFRED**, and LYDIA MARY CARMAN, Nottingham, Stationers Oct 9 at 3.30 Off Rec, St Peter's Church walk, Nottingham

**TURNER, CHARLES**, Huddersfield, Tea Merchant Oct 14 at 3 Haigh & Son, Solicitors, 55, New st, Huddersfield

**WHITE, THOMAS**, Holsworthy, Devon, Carriage Builder Oct 10 at 2.30 Off Rec, 58, Hammer st, Taunton



## ADJUDICATIONS.

ALBERTON, JAMES THOMAS, Birmingham, Grocer Birmingham Pet Sept 25 Ord Sept 28  
 ARCHER, JOHN CHAPMAN, Rottingdean, Sussex, no occupation Brighton Pet Sept 30 Ord Sept 30  
 ATKREY, EDWARD, Newport, I.W., Painter Newport Pet Sept 28 Ord Sept 28  
 BAKER, JAMES BARNARD, Bristol, Chartered Accountant Bristol Pet Sept 4 Ord Sept 28  
 BAENS, WILLIAM JOHN, Bristol, Ironmonger Bristol Pet Sept 14 Ord Sept 29  
 BEER, A. J. Canterbury, Brewer Canterbury Pet July 30 Ord Sept 28  
 BROWN, WILLIAM, Bexley Heath, Kent Builder Rochester Pet Sept 12 Ord Sept 28  
 BUTCHER, FRANK, Southsea, Painter Portsmouth Pet Sept 21 Ord Sept 22  
 CARE, GEORGE, Sunbury, Bootmaker Kingston, Surrey Pet May 2 Ord Sept 9  
 COLTMAN, RICHARD SIDNEY CANNON, Long Crendon, Bucks, Farmer Aylesbury Pet Sept 9 Ord Sept 30  
 CRIDLAND, RICHARD JOHN, Bristol, Carpenter Bristol Pet Sept 26 Ord Sept 28  
 DAVIES, HARRIET, Mountain Ash, Glam, Draper Aberdare Pet Sept 29 Ord Sept 29  
 DENTON, JAMES, WALTER DENTON, and JOSEPH DENTON, Dewsbury, Woollen Manufacturers Dewsbury Pet Sept 28 Ord Sept 28  
 EVANS, ELIAS, Pulborough, Sussex, Farmer Brighton Pet Sept 28 Ord Sept 28  
 EVANS, RICHARD, Gowerston, nr Swansea, Colliery Proprietor Swansea Pet Sept 7 Ord Sept 30  
 FISHER, ROBERT OFFERSBY, Cardiff, Tobacconist Cardiff Pet Sept 24 Ord Sept 28  
 FISHER, WILLIAM, Manchester, Publican Manchester Pet Sept 19 Ord Sept 28  
 FLOOD, HENRY, jun, Wisbech, Cambs, Baker King's Lynn Pet Sept 29 Ord Sept 29  
 FRAMPTON, WILLIAM FRANCIS GORDON, Churchdown, Glos, Wine Merchant Gloucester Pet Sept 23 Ord Sept 28  
 GRAHAM, FREDERICK, Manchester, Manufacturer's Agent Manchester Pet Sept 17 Ord Sept 30  
 GREEN, WILLIAM FREDERICK, Coventry, Commission Agent Coventry Pet Sept 28 Ord Sept 29  
 HARRISON, THOMAS, Margate, Carpenter Canterbury Pet Sept 28 Ord Sept 28  
 IRELAND, Captain RICHARD SAMUEL, Duke st, St James's, High Court Pet Aug 5 Ord Sept 30  
 JONES, DANIEL, Llandovery, Carmarthenshire, Horsedealer Carmarthen Pet Sept 28 Ord Sept 28  
 JORDAN, HENRY, Mountain Ash, Glam, Boot Maker Aberdare Pet Sept 18 Ord Sept 29  
 KEENE, JAMES FREDERICK, Wingfield rd, Walthamstow, Painter High Court Pet Aug 5 Ord Sept 30  
 LANGLEY, JAMES, Maidene, Newport, Mon, Insurance Agent Newport, Mon Pet Sept 29 Ord Sept 29  
 LEWIS, JOHN, Pontre, Glam, Painter Pontypridd Pet Sept 28 Ord Sept 28  
 MAULE, EDWARD HERBERT, Reading, Brewer Reading Pet Sept 22 Ord Sept 30  
 MILES, CHARLES EDWARD, Barry, Glam, Shipbroker Cardiff Pet Sept 29 Ord Sept 29  
 PETTINGER, JOHN, Halifax, Corndaler Halifax Pet Sept 24 Ord Sept 30  
 PETTITT, CHARLES EDWIN, Astilleros del Nervion, Bilbao, Spain, Photographer High Court Pet Sept 29 Ord Sept 29  
 PRICE, ALFRED, Wimbledon, Surrey, formerly Draper Kingston Pet Sept 21 Ord Sept 21  
 PURSELL, DAVID, and WILLIAM PURSELL, Potter's Bar, Builders Barnet Pet Sept 30 Ord Sept 30  
 ROWBOTHAM, FREDERICK, Fendleton, Lancs, formerly Builder Salford Pet Sept 26 Ord Sept 29  
 RYLAND, HENRY HAWKSWORTH, Jewry st, Crutchedfriars, Corn Factor High Court Pet Sept 8 Ord Sept 30  
 SEBION, JOSEPH FREDERICK, Sheffield, formerly Grocer Sheffield Pet Sept 30 Ord Sept 30  
 SOLOMON, LEWIS, Canterbury, Managing Director to a Public Co Canterbury Pet Aug 5 Ord Sept 29  
 SPOORS, RICHARD, Gateshead, Tinsmith Newcastle on Tyne Pet Sept 10 Ord Sept 30  
 STRAFFORD, JOSEPH, Darlington, late Innkeeper Stockton on Tees and Middlesbrough Pet Sept 28 Ord Sept 28  
 STRAUBAUM, MAURICE, Birmingham, Jeweller Birmingham Pet Sept 25 Ord Sept 28  
 TIDMAN, WILLIAM SAMUEL, Hunstanton, Norfolk, Innkeeper King's Lynn Pet Sept 29 Ord Sept 29  
 TOMES, ALFRED LAWRENCE, Railway approach, London Bridge, Leather Merchant High Court Pet July 23 Ord Sept 30  
 TOPHAM, FRED, Gt Horton, Bradford, Egg Merchant Bradford Pet Sept 30 Ord Sept 30  
 WHITE, THOMAS, Holsworthy, Devon, Carriage Builder Barnstaple Pet Sept 10 Ord Sept 30

The following amended notice is substituted for that published in the London Gazette, Sept. 11.

TOMLINSON, JOSEPH, Barrow in Furness, Grocer Barrow in Furness Pet Sept 7 Ord Sept 7

## ADJUDICATION ANNULLLED.

BRADLEY, CHARLES, Oldham, Machinist Oldham Adjud July 10 Annul Sept 23

London Gazette.—TUESDAY, Oct. 6.

## RECEIVING ORDERS.

ACTON, EDWIN, Manchester, Clothing Manufacturer Manchester Pet Oct 1 Ord Oct 2  
 BOWKICK, GEOFFREY, Darlington, Commercial Traveller Stockton on Tees and Middlesbrough Pet Sept 30 Ord Sept 30  
 COOPER, GEORGE, Bethnal green rd, Timber Merchant High Court Pet Oct 2 Ord Oct 2  
 DICKSON, JAMES, Mare st, Hackney, Baker High Court Pet Oct 2 Ord Oct 2  
 DOUGLAS, ARCHIBALD, Cambridge, General Dealer Cambridge Pet Oct 2 Ord Oct 2

FARQUHAR, JOHN HENRY, Cleobury Mortimer, Salop, Clerk in Holy Orders Kidderminster Pet Aug 11 Ord Sept 4  
 FRYER, GEORGE WALTER, Folkestone, Tobacconist Canterbury Pet Oct 2 Ord Oct 2  
 GIBBY, ALFRED SKONE, Pembroke Dock, Butcher Pembroke Dock Pet Oct 3 Ord Oct 3  
 GIBLING, WILLIAM EDWARD, Exeter, Furniture Remover Exeter Pet Oct 1 Ord Oct 1  
 GOLDBERG, ABRAHAM, Liverpool, Tailor Liverpool Pet Oct 2 Ord Oct 2  
 GRAHAM & GRAHAM, Poets' Corner, Westminster Abbey, Civil Engineers High Court Pet Sept 3 Ord Oct 1  
 GREEN, HENRY JOHN, Havant, Hants, Corn Merchant Portsmouth Pet Oct 2 Ord Oct 2  
 GUNN, JOHN WILLIAM MCKAY, Northampton, Journeyman Butcher Wakefield Pet Oct 2 Ord Oct 2  
 HASLER, THOMAS, New Cross, Surrey, late Tailor Chelmsford Pet Oct 2 Ord Oct 2  
 HOOPER, JOSEPH, Newport, Mon, Carpenter Newport, Mon Pet Oct 3 Ord Oct 3  
 HOVAL, WILLIAM HENRY, and THOMAS FRANKS WEBB, Bristol, Provision Dealers Bristol Pet Sept 22 Ord Oct 2  
 JACKSON, VINCENT JOHN, Birmingham, Draper Birmingham Pet Oct 1 Ord Oct 1  
 JINKS, WILLIAM, jun, Upton on Severn, Market Gardener Worcester Pet Oct 3 Ord Oct 3  
 KING, THOMAS, Gladstone avenue, Noel Park, Wood Green, Clerk in the Savings Bank department High Court Pet Oct 1 Ord Oct 1  
 LESSEE, SOLOMON, Alfred pl, Bedford sq, late Jeweller High Court Pet Oct 2 Ord Oct 2  
 LISTER, ALBERT CROWTHER, Miffield, Yorks, Commercial Traveller Dewsbury Pet Oct 2 Ord Oct 2  
 MAXINSON, WILLIAM, Manchester, Maker Up Manchester Pet Oct 1 Ord Oct 1  
 MCINTYRE, JAMES, Wallasey, Cheshire Birkenhead Pet Aug 25 Ord Oct 1  
 M'SHANE, PATRICK, Liverpool, Grocer Liverpool Pet Oct 1 Ord Oct 2  
 MILES, JOHN, Maidene, Newport, Mon, Butcher Newport, Mon Pet Oct 2 Ord Oct 2  
 MOULSON, FREDERICK, Birmingham, late Jeweller Birmingham Pet Oct 2 Ord Oct 2  
 NICHOLSON, THOMAS, South Stockton, Plater Stockton on Tees Pet Sept 30 Ord Sept 30  
 PAINE, JOHN WILLIAM, and CHARLES FREDERICK PAINE, Holmdale rd, Hackney, Builders High Court Pet Oct 2 Ord Oct 2  
 QUILTER, FRANK, Clacton on Sea, Fishmonger Colchester Pet Oct 1 Ord Oct 1  
 SAMUEL, WILLIAM, Boncath, R S O, Pembs, General Merchant Carmarthen Pet Oct 2 Ord Oct 2  
 SCHUBERTH, THOMAS ROBINSON, Sunderland, Auctioneer Sunderland Pet Oct 1 Ord Oct 1  
 SEATON, ARTHUR, Bristol, Wine Merchant Bristol Pet Oct 2 Ord Oct 2  
 SMITH, JOSEPH WILLIAM, Kingston upon Hull, Commercial Traveller Kingston upon Hull Pet Oct 2 Ord Oct 2  
 STEPHENSON, JAMES, Warwick, Fitter Warwick Pet Oct 1 Ord Oct 1  
 STEVENS, HENRY, High st, Camden town, Cabinet Maker High Court Pet Sept 10 Ord Oct 2  
 STRAUS, LOUEL, Fenchurch avenue, Wine Merchant High Court Pet July 31 Ord Oct 1  
 SUGDEN, MANSELL, & Co, Gt Malvern, Timber Merchants Worcester Pet Sept 19 Ord Oct 3  
 SYKES, RICHMOND, Ripon, Yorks, Innkeeper Northallerton Pet Sept 30 Ord Sept 30  
 THOMSON & Co, High st, Peckham, Drapers High Court Pet Sept 17 Ord Oct 1  
 TODD, JONATHAN, Shelf, nr Halifax, Farmer Halifax Pet Oct 3 Ord Oct 3  
 VARNY, ROBERT, Eaton Bray, Beds, Plait Merchant Luton Pet Oct 3 Ord Oct 3  
 WILLEY, ROBERT, Consett, Durham, Grocer Newcastle on Tyne Pet Oct 3 Ord Oct 3  
 WILLIS, GEORGE, Askew crescent, Shepherd's Bush, no occupation High Court Pet Sept 9 Ord Oct 1

The following amended notice is substituted for that published in the London Gazette of Oct 2

SMITH, WILLIAM, Aston, Birmingham, Brewer Birmingham Pet Sept 12 Ord Sept 29

## FIRST MEETINGS.

ALLEN, JOHN, Liverpool, Grocer Oct 15 at 3 Off Rec, 35, Victoria st, Liverpool  
 ANN, FRANK WILLIAM, Malvern Link, Gent Oct 15 at 10.30 Off Rec, Worcester  
 BAYNHAM, HUBERT, late High st, Uxbridge, Ironmonger Oct 16 at 1 33, Carey st, Lincoln's inn  
 BEALE, JOHN BENJAMIN, Lanfranc st, Westminster Bridge rd, Builder Oct 15 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 CAMERON, DONALD, Old Broad st, Merchant Oct 15 at 1 33, Carey st, Lincoln's inn  
 CLARK, JOHN THOMAS, Drinkstone, Suffolk, Schoolmaster Oct 13 at 12.30 36, Princes st, Ipswich  
 CRIDLAND, RICHARD JOHN, Bristol, Carpenter Oct 14 at 12 30 Off Rec, Bank chbrs, Corn st, Bristol  
 DENTON, JAMES, WALTER DENTON, and JOSEPH DENTON, Dewsbury, Woollen Manufacturers Oct 14 at 3 Law Society, Bond st, Dewsbury  
 DOUGLAS, ARCHIBALD, Cambridge, General Dealer Oct 16 at 12 Off Rec, 5, Petty Cur, Cambridge  
 EDWARDS, JOHN, Conway, Chemist Oct 15 at 2 Off Rec, Crypt chbrs, Chester  
 EVANS, ELIAS, Pulborough, Sussex, Farmer Oct 13 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
 FEAR, EDWIN SAMUEL, Bristol, Commercial Traveller Oct 14 at 1.30 Off Rec, Bank chbrs, Corn st, Bristol  
 FERGUSON, HUGH A, Upper Berkeley st, Gent Oct 15 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 FITZGERALD, EDWARD, Down st, Piccadilly, Gent Oct 16 at 12 33, Carey st, Lincoln's inn  
 FRAMPTON, WILLIAM FRANCIS GORDON, Churchdown, Glos,

Wine Merchant Oct 13 at 11 Off Rec, 15, King st, Gloucester  
 FRYER, GEORGE WALTER, Folkestone, Tobacconist Oct 16 at 9.30 Off Rec, Canterbury  
 GIBLING, WILLIAM EDWARD, Exeter, Furniture Remover Oct 15 at 11.30 Castle, Exeter  
 GRAINGER, WALTER, Rede, Suffolk, Grocer Oct 13 at 12 36, Princes st, Ipswich  
 GREEN, WILLIAM FREDERICK, Coventry, Commission Agent Oct 13 at 12 Off Rec, 17, Hertford st, Coventry  
 GUNN, JOHN WILLIAM MCKAY, Northampton, Journeyman Butcher Oct 13 at 11 Off Rec, Bond terr, Wakefield  
 HALE, WILLIAM AMBROSE, St John's Wood terr, Upholsterer Oct 15 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 HALLSALL, HENRY, Southport, Grocer Oct 15 at 2.30 Off Rec, 35, Victoria st, Liverpool  
 HARRISON, THOMAS, Margate, Carpenter Oct 16 at 10 Off Rec, Canterbury  
 HEATHCOTE, HENRY FISHER, Yelverton, Devon, retired Major of H.M.'s Army Oct 13 at 3 10, Athenaeum ter, Plymouth  
 HICKMAN, WILLIAM EDWARD, Leeds, Wholesale Paper Merchant Oct 15 at 11 Off Rec, 22, Park row, Leeds  
 HOOPER, JOSEPH, Newport, Mon, Carpenter Oct 17 at 12 Off Rec, Gloucester Bank chbrs, Newport, Mon  
 JACKSON, JOHN, Armley, Leeds, Grocer Oct 14 at 12 Off Rec, 22, Park row, Leeds  
 JINKS, WILLIAM, jun, Upton on Severn, Market Gardener Oct 15 at 11 Off Rec, Worcester  
 KING, THOMAS, Gladstone avenue, Noel pk, Wood Green, Clerk in the Savings Bank Department Oct 15 at 11 33, Carey st, Lincoln's inn  
 KIRK, GEORGE HENRY, Nottingham, Painter Oct 13 at 11 Off Rec, St Peter's Church walk, Nottingham  
 LEAF-TURNELL, EDWARD, Aberystwith, Cardiganshire, Draper Oct 16 at 3 Townhall, Aberystwith  
 LEWIS, PRYCE, Llanidloes and Llangrug, Montgomery, Farmer Oct 13 at 1 Off Rec, Llanidloes  
 MAULE, EDWARD HERBERT, Reading, Brewer Oct 14 at 12 Queen's Hotel, Reading  
 MILBURN, TOM, Stalybridge, Gent Oct 13 at 2.30 Ogden's chbrs, Bridge st, Manchester  
 MILES, JOHN, Maidene, Newport, Mon, Butcher Oct 16 at 1 Off Rec, Gloucester Bank chbrs, Newport, Mon  
 MYLREA, FREDERICK GARLAND, Manchester sq, Gent Oct 14 at 1 33, Carey st, Lincoln's inn  
 ROSS, JOHN MORGAN, High st, Peckham, Timber Merchant Oct 15 at 12 33, Carey st, Lincoln's inn  
 SADDLER, JOHN HOWARD, Swallow st, Piccadilly, Jobmaster Oct 20 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 SEATON, ARTHUR, late of Bristol, Wine Merchant Oct 14 at 12 Off Rec, Bank chbrs, Corn st, Bristol  
 SMITH & Co, EDWARD, Martin's lane, Cannon st, Solicitors Oct 15 at 12 33, Carey st, Lincoln's inn  
 STRAUBAUM, MAURICE, Birmingham, Jeweller Oct 14 at 11 25, Colmore row, Birmingham  
 TAYLOR, CHARLES, and WILLIAM TAYLOR, Moss Side, nr Manchester, Builders Oct 14 at 3 Ogden's chbrs, Bridge st, Manchester  
 THORNLEY, WILLIAM HEARNSHAW, Bingham, Notts, late Licensed Victualler Oct 13 at 12 Off Rec, St Peter's Church walk, Nottingham  
 TOPHAM, FRED, Gt Horton, Bradford, Egg Merchant Oct 14 at 11 Off Rec, 31, Manor row, Bradford  
 TYLER, ENEKEER, Chelmsford, Upholsterer Oct 13 at 3 Off Rec, 95, Temple chbrs, Temple avenue  
 VAN DEN BERG, GEORGE MAURICE, Bristol, Fancy Goods Dealer Oct 14 at 1 Off Rec, Bank chbrs, Corn st, Bristol  
 VANE, THOMAS JAMES, Leeds, Engineer Oct 14 at 11 Off Rec, Park row, Leeds  
 WALKDEN, PETER WILLIAM, Ashby de la Zouch, Leics, Grocer Oct 15 at 2.15 Wellington Hotel, Leicester  
 WARDLE, JOSEPH WALTER, Brighton, Boot Manufacturer Oct 14 at 12 Off Rec, 4, Pavilion bldgs, Brighton

## ADJUDICATIONS.

BOWKICK, GEOFFREY, Darlington, Commercial Traveller Stockton on Tees and Middlesbrough Pet Sept 30 Ord Sept 30  
 BULLEY, W F P, Redcliffe grdns, South Kensington High Court Pet Aug 1 Ord Oct 3  
 BURT, JOHN, Stokes Croft, Bristol, Master Tailor Bristol Pet Sept 11 Ord Oct 3  
 COOPER, GEORGE, Bethnal green rd, Timber Merchant High Court Pet Oct 2 Ord Oct 2  
 DICKSON, JAMES, Mare st, Hackney, Baker High Court Pet Oct 2 Ord Oct 2  
 DOUGLAS, ARCHIBALD, Cambridge, General Dealer Cambridge Pet Oct 2 Ord Oct 2  
 DUDLEY, WILLIAM PERCY, Porth, Glam, Outfitter Pontypridd Pet Sept 28 Ord Oct 3  
 FRYER, GEORGE WALTER, Folkestone, Tobacconist Canterbury Pet Oct 1 Ord Oct 2  
 GARRETT, JOSEPH, Hainault rd, Leytonstone, Manufacturer's Warehouseman High Court Pet Sept 30 Pet Oct 2  
 GIBBY, ALFRED SKONE, Pembroke Dock, Butcher Pembroke Dock Pet Oct 2 Ord Oct 3  
 GIBLING, WILLIAM EDWARD, Exeter, Furniture Remover Exeter Pet Sept 30 Ord Oct 1  
 GOLDBERG, ABRAHAM, Liverpool, Tailor Liverpool Pet Oct 2 Ord Oct 2  
 GOLDTHORPE, GUY, and HARRY GOLDTHORPE, Cleckheaton, Yorks, Cardmakers Bradford Pet Aug 29 Ord Oct 1  
 GRAHAM, CHARLES, Poets' Corner, Westminster Abbey, Civil Engineer High Court Pet Sept 3 Ord Oct 3  
 GREIFFITHS, GEORGE EDWARD, Upper Pulley, Salop, Licensed Victualler Shrewsbury Pet Sept 17 Ord Sept 21  
 GUNN, JOHN WILLIAM MCKAY, Northampton, Journeyman Butcher Wakefield Pet Oct 2 Ord Oct 2  
 HEATHCOTE, HENRY FISHER, Yelverton, Devon, retired Major of H.M.'s Army East Stonehouse Pet Sept 25 Ord Oct 1  
 HICKMAN, JAMES, Mill Hill rd, Acton Builder Bradford Pet Sept 25 Ord Oct 2

HOLDSWORTH, GEORGE EDWARD ARTHUR, Finborough rd, South Kensington, Esq High Court Pet July 24 Ord Oct 2  
 HOOPER, JOSEPH, Newport, Mon, Carpenter Newport, Mon Pet Oct 3 Ord Oct 3  
 JINKS, WILLIAM, jun, Upton on Severn, Market Gardener Worcester Pet Oct 3 Ord Oct 3  
 KING, THOMAS, Gladstone avenue, Noel park, Wood Green, Clerk in the Savings Bank Department High Court Pet Oct 1 Ord Oct 1  
 KIRK, GEORGE HENRY, Nottingham, Painter Nottingham Pet Sept 30 Ord Sept 30  
 KRIEGER, PAUL LOUIS FREDERICK, and WILLIAM HENRY WARING, Birmingham, Artist's Material Dealers Birmingham Pet May 6 Ord Oct 2  
 LESSER, SOLOMON, Alfred pl, Bedford sq, late Jeweller High Court Pet Oct 2 Ord Oct 2  
 LION, MAVER ALEXANDER, and HENRY SOLOMON LION, Bethnal Green rd, Boot Manufacturers High Court Pet Sept 8 Ord Oct 2  
 LISTER, ALBERT CROWTHER, Mirfield, Yorks, Commercial Traveller Dewsbury Pet Oct 2 Ord Oct 2  
 MAKINSON, WILLIAM, Manchester, Maker Up Manchester Pet Oct 1 Ord Oct 1  
 M'SHANE, PATRICK, Liverpool, Grocer Liverpool Pet Sept 30 Ord Oct 3  
 MILES, JOHN, Maindee, Newport, Mon, Butcher Newport, Mon Pet Oct 2 Ord Oct 2  
 NICHOLSON, THOMAS, South Stockton, Plater Stockton on Tees Pet Sept 30 Ord Sept 30  
 REYNOLDS, WILLIAM HENRY, Moorgate st, Merchant High Court Pet May 20 Ord Oct 2  
 RYDER, ROSA, Manchester, late Grocer Manchester Pet Sept 12 Ord Oct 1  
 SAMUEL, WILLIAM, Beneath, RSO, Penbs, General Merchant Carmarthen Pet Oct 2 Ord Oct 2  
 SIMPSON, RICHARD THOMAS FLINDELL, High Holborn, Stockbroker High Court Pet Aug 19 Ord Oct 1

SMITH, JOSEPH WILLIAM, Kingston upon Hull, Commercial Traveller Kingston upon Hull Pet Oct 2 Ord Oct 2  
 SMITH, WILLIAM, Aston, Birmingham, Brewer Birmingham Pet Sept 19 Ord Oct 1  
 SOWTER, ALFRED, and LUDIA MARY CARMEN, Nottingham, Stationers Nottingham Pet Sept 21 Ord Oct 1  
 STEER, JOSEPH WILLIAM, Fenchurch st, Tea Merchant High Court Pet Aug 15 Ord Oct 3  
 SYKES, RICHMOND, Ripon, Yorks, Innkeeper Northallerton Pet Sept 30 Ord Sept 30  
 TODD, JONATHAN, Shelf, nr Halifax, Farmer Halifax Pet Oct 3 Ord Oct 3  
 VARNBY, ROBERT, Eaton Bray, Beds, Plait Merchant Luton Pet Oct 3 Ord Oct 3  
 WILLEY, ROBERT, Consett, Durham, Grocer Newcastle on Tyne Pet Oct 3 Ord Oct 3

ADJUDICATION ANNULLED.  
 DEWS, EDWARD, jun, Wakefield, Draper Wakefield Adjud May 19, 1888 Annul Sept 29

#### SALES OF ENSUING WEEK.

Oct. 14.—MESSRS. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Absolute Reversions and Policies of Assurance (see advertisement, this week, p. 4.)  
 Oct. 15.—MESSRS. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., Freehold Properties (see advertisement, October 3, p. 787).  
 Oct. 16.—MESSRS. DANIEL, SMITH, SON, & OAKLEY, at the Royal Hotel, Plymouth, at 11 for 12 o'clock, Freehold Residential and Sporting Estates (see advertisement, this week, p. 4).  
 Oct. 16.—MESSRS. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Properties (see advertisement, September 26, p. 776).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

EST. 1848.

## THE GRESHAM LIFE ASSURANCE SOCIETY,

ST. MILDRED'S HOUSE, POULTRY, LONDON, E.C.  
 WEST END BRANCH—2, WATERLOO PLACE, S.W.

ASSETS EXCEED	£4,610,000
PAYMENTS TO POLICY-HOLDERS EXCEED	9,250,000
ANNUAL INCOME EXCEEDS	800,000

☛ THERE IS NOTHING DESIRABLE IN LIFE ASSURANCE which the SOCIETY does not FURNISH CHEAPLY, INTELLIGIBLY, and PROFITABLY.

#### Policies Indisputable after 5 Years.

Annuities of all kinds granted. Rates fixed on the most favourable terms.

THOMAS G. ACKLAND, F.I.A., F.S.S., Actuary and Manager.  
 JAMES H. SCOTT, Secretary.

Capital - £3,000,000  
 FULLY SUBSCRIBED - £1,502,000

**THE LAW**

Municipal & other loans negotiated

Debentures issued and guaranteed

**DEBENTURE**

Undertakings formed into Companies

Advances on Mortgage securities

**CORPORATION**

LIMITED  
 22, OLD BROAD ST., E.C.

## PROBATE VALUATIONS

OF

JEWELS AND SILVER PLATE, &c.

SPINK & SON, GOLDSMITHS AND SILVERSMITHS, 1 AND 2, GRACECHURCH-STREET, CORNHILL, LONDON, E.C., beg respectfully to announce that they ACCURATELY APPRAISE the above for the LEGAL PROFESSION or PURCHASE the same for cash if desired. Established 1772.

Under the patronage of H.M. The Queen and H.S.H. Prince Louis of Battenberg, K.C.B.

### THE NATIONAL PROVINCIAL TRUSTEES AND ASSETS CORPORATION, LIMITED,

Is prepared to act as TRUSTEE for DEBENTURE HOLDERS, and to receive proposals for LOANS, the PURCHASE OF ASSETS and the ISSUE OF SHARES in sound COMMERCIAL UNDERTAKINGS, or GUARANTEEING DEBENTURES and other SECURITIES.

CHARLES NORRIS, Secretary.

Offices, 70, Queen-street, Cheapside, London, E.C.

PHENIX FIRE OFFICE, 19, LOMBARD-STREET, and 57, CHANCERY-CROSS, LONDON.  
 Established 1782.

Lowest Current Rates.  
 Liberal and Prompt Settlements.  
 Assured free of all Liability.  
 Electric Lighting Rules supplied.

W. C. MACDONALD, Joint  
 F. B. MACDONALD, Secretaries.

OFFICES AND ARBITRATION ROOMS in Albany-buildings, 31 to 47, Victoria-street, Westminster, S.W., to be Let. Now ready for immediate occupation; moderate rents; electric light, lifts.—Apply on the premises.

### EDE AND SON,

ROBE  MAKERS,

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

#### SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1868.

94, CHANCERY LANE, LONDON.

OFFICES, unusually Spacious, Light, and Convenient, to be Let, in the very fine new building, Effingham Chambers, at the Strand end of Arundel-street; close to the Law Courts, and eminently suited for gentlemen of the legal profession; will be Let either in large or small suites or in single chambers, according to requirements and arrangement.—Apply to Messrs. HAMMETT & Co., 55, Pall Mall (opposite Marlborough House), S.W.